



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TENDER No: 6300028109

Date: 18/06/2019

TENDER DOCUMENTS

**REQUEST FOR PROPOSAL FOR SUPPLY OF 72 NOS. 12V, 120Ah SMF BATTERIES
UNDER BUY BACK OF OLD BATTERIES**

Last date for submission of the bid is 03/07/2019 before 2.00 PM

**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

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1. Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.com/tender_hq.php).

BEML LIMITED invites tender from Manufacturers per following details:

Description	Supply and Installation of 12V 120Ah SMF Battery under buyback scheme – UPS Purpose (Make : HI-Power/ Rocket / Exide or equivalent)
Quantity	72 Nos.
Delivery	To be delivered & installed at BEML Soudha, S.R. Nagar, Bangalore.
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening of tender.

Note: To participate in this e- tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

The last date for submission of the bid is on or before 03.07.2019 @ 14.00hrs.

This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through Manual mode)

Part B – Technical Bid i.e. Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Commercial Bid i.e. Submission of Price Bid (Through e-mode on BEML SRM system)



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PART A – Pre-Qualification Bid (Submission of EMD) through Manual Mode.

1. Earnest Money Deposit (EMD):

EMD amount of Rs.10,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque.

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs.10,000/-.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

Payment of EMD amount through DD / Banker's Cheque :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs.10,000/- (Rupees Ten thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) **The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300028109 dated 18.06.2019, Closing date 03.07.2019 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.**

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

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BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope (Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Copy of Online payment) has to reach the address as mentioned below on or before the closing date & time of the tender.

Asst. General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore-560027.

- c) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs.10,000/- will not be accepted and the quotation is liable to be rejected.
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- c) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- d) EMD does not carry any interest on return.
- e) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- f) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- g) Tender shall be opened on closing date **i.e 03.07.2019 @ 15.00hrs**
- h) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per Annexure 'A'
2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Technical Specification (12V-120AH) SMF Batteries as per Annexure 'D'
5. Special Conditions arising out of implementation of GST as per Annexure 'E'
6. Technical Compliance Sheet to be uploaded Annexure 'F'

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.
 2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
 3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
 4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.
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PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Commercial Bid: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM.

Please enter the prices in item data in the system against each item. Applicable Tax details or any other commercial details may be entered under bidder's remarks against each item.

Bidder has to quote basic price and applicable taxes. in the item data column. Applicable taxes can be selected from the dropdown box. In case any applicable taxes are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

<h3>3. Terms and Conditions</h3>

- 1) The quotation should be complete in all respects and free from ambiguity.
 - 2) Price should be quoted in Indian Rupees only
 - 3) FAX / EMAIL quotations not accepted
 - 4) Indicate all applicable GST.
 - 5) **Quote price shall be for 2 years replacement warranty period.**
 - 6) **Payment terms:** Payment will be made on 60th day from the date of receipt and acceptance of items at our respective divisions.
 - 7) **Delivery Lead Time:** Item is required urgently. To be delivered within 15 days from the date of Purchase Order / LOI.
 - 8) **Delivery Terms:** FOR BEML Soudha, S.R. Nagar, Bangalore-560027
 - 9) **Validity of quotation:** 90 days from the date of opening of the tender.
 - 10) **Insurance:** Freight, forwarding charges to your account.
 - 11) **The vendor should provide minimum two years of warranty after installation & commissioning of batteries. Offers lesser than 2 years warranty period will not be considered.**
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- 12) BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.
- 13) **Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder
- 14) **Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
- 15) **Liquidated Damages:** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
- 16) **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.
- 17) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- 18) Incomplete offers are liable for rejection.
- 19) Offers not confirming to the above terms are liable to be ignored.

Kindly Note:

- a) If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of GST.
 - b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
 - c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry
 - d) If minimum deliver schedule is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
-

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TENDER No: 6300028109

Date: 18/06/2019

Annexure –‘A’

General Data in respect of your Company (i.e company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	
7	12V-120Ah Batteries Brand	

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Date: 18/06/2019

Annexure – ‘B’

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Date: 18/06/2019

Annexure – ‘C’

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300028109** dated 18.06.2019 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure – ‘D’

TECHNICAL SPECIFICATION OF BATTERIES (12V – 120Ah)- 72 Nos.

1. The batteries specs are of 12V 120AH SMF sealed Maintenance free fully charged batteries.
2. The make of the batteries should be of reputed make like HI-Power, Exide, Rocket or Quanta.
3. The vendor should provide minimum Two Years of warranty after installation & commissioning of the batteries.
4. The vendor should take the responsibility of installing and commissioning of batteries to our UPS at the site with the coordination of the UPS supplier.
5. The vendor should supply the batteries to the Data Centre at BEML Soudha
6. The Vendor may inspect the site at BEML Soudha to check the size of battery racks, space and the existing battery connectors. In case existing battery connector are not sufficient, the vendor should provide the battery connectors and install the batteries.
For the existing custom made racks the existing battery dimensions are L=407mm, W=173mm and H=210mm. The Battery supplied should be compatible with the existing dimensions.
7. The existing connections of the batteries are in series connection. The Same connection to be followed for the new batteries.
8. The vendor should take back the old batteries after installation of the new batteries. The vendor must take up the responsibility with his own labour and transportation.
9. The vendor after supplying of batteries must ensure every battery is working in co-ordination with the UPS Service provider.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure-‘E’

Special Conditions arising out of implementation of GST (Which is to be signed and submitted along with the offer)

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
 2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make ‘good’ the loss suffered by BEML due to the tax credit it lost in that transaction.
 3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
 4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the ‘value’ of supply of goods / services.
 5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period
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as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
 7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
 8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
 9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
 10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by dispatch advice and date of packing list.
 11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
 12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
 13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
 14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
 15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
 16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
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17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

Company seal with signature



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Annexure-'F'

BIDDER HAS TO UPLOAD THE FOLLOWING TECHNICAL COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in format as per Annexure-A in collaboration folder	
B	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	As per Annexure-B certified by the authorized signatory of the bid to be uploaded in the collaboration	
C	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions.	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Technical Specification for 12V-120AH SMF Batteries	As per Annexure-D , to be signed and uploaded in the collaboration folder.	
G	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-E to be signed and uploaded in the collaboration folder.	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____