



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: 6300029038

Date: 20/08/2019

TENDER DOCUMENTS

**REQUEST FOR QUOTATION FOR AMC CONTRACT OF LINE PRINTER FOR ALL
DIVISIONS OF BEML LTD FOR A PERIOD OF 2 YEARS.**

Last date for submission of the bid is 04/09/2019 before 2.00 PM

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

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

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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	AMC Contract of Line Printers for a period of 02 years
Details of Line Printers, locations wise	As per Annexure "E"

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 04/09/2019 @ 14.00hrs.**

This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) at 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.13,000/- 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.13,000/-.

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.13,000/- (Rupees Thirteen 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.6300029038 dated 20.08.2019, Closing date 04.09.2019 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.**

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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:

Bank Name	
Branch Name	
City	
Account No.	
IFSC Code No.	
Beneficiary Name	

NOTE: 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:

- Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
 - EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
 - EMD lesser than Rs.13,000/- will not be accepted and the quotation is liable to be rejected.
 - EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
 - EMD does not carry any interest on return.
-

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- 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 04.09.2019 @ 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. Scope of Work as per Annexure 'D'
5. Details of Line Printers, locations wise as per Annexure 'E'
6. Special Conditions arising out of implementation of GST as per Annexure 'F'
7. Technical Compliance Sheet as per Annexure 'G'

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)

- a) Bidder has to quote unit rate per year per line printer in the item data column, the same will be multiplied by 2 for 2 years contract.
- b) Bidder has to quote basic price and applicable GST in the item data column. Applicable GST can be selected from the dropdown box. In case any applicable GST are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.
- c) Bidders should submit their offers to undertake AMC of Line Printers covering all the locations mentioned in Annexure-E. Partial or split offers are not considered.
- d) L1 will be arrived on the total package basis i.e, sum of Sl.No.1 to 15.

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. Applicable GST details or any other commercial details may be entered under bidder's remarks against each item.

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

3. Terms and Conditions

The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only

FAX / EMAIL quotations not accepted

Indicate all applicable GST and duties separately

Payment Terms: AMC Charges will be paid on quarterly basis in arrears after deducting TDS as applicable. TDS certificate will be issued by BEML LTD, for the amount of tax deducted. Service Provider to submit bills at individual divisions duly certified by the EDP Chief of the respective locations for arranging payment.

Validity or Rates: Rates quoted by the bidders shall remain firm for the period of the contract i.e., 02 years and no variation on account of market price fluctuation shall be allowed.

Successful bidder has to submit Performance Bank Guarantee for 10% of the contract value, valid for a period of 36 months from the start date the contract.



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BEML LTD., reserves the right to delete or add any number of Line Printers, during the tenure of the contract at the same rate, terms and conditions. Necessary amendments will be issued on pro rata basis, whenever there is addition or reduction in quantity, consequent to procurement of new equipment or salvaging the existing equipments.

BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final and binding to all parties.

Offers not confirming to the above terms are liable to be ignored.

Canvassing by tenderers in any form including unsolicited letter or post tender corrections shall render their tenders to be rejected.

Deputation Liability :

BEML Ltd will not be responsible for any injury or damages, if caused to the service provider's assets or personnel, while carrying out maintenance activity at BEML Ltd premises.

Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the EMD amount will be forfeited.

Bank Guarantee will be returned after the date of expiry of the contract period, subject to the contractor fulfilling all the obligations and operations as required under this contract.

Confidentiality : The successful bidder shall not divulge any information with regard to goods and documents to any person or agency without express permission from BEML Ltd. In any such event, the contract will automatically stand cancelled.

Right of Buyer : BEML ltd., reserves the right to partially or totally accept or reject any/all bids without assigning any reason whatsoever.

Termination of Contract :

In the event of any breach by the bidders of any condition herein or in the Terms and Conditions of Purchase Order of BEML Ltd., or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML ltd., shall be entitled to terminate the contract forthwith without giving any notice.

BEML Ltd reserves the right to encash the Performance Bank Guarantee in total or part of the amount, without prejudice to other claims against the contractor for losses suffered by BEML due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BEML Ltd., shall be final and binding the contractor and shall not be called into question.



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Disputes if any arising between the company and the supplier in connection with this purchase order or any other matters connected herewith that same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by BEML Ltd. The arbitration / proceedings shall be in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore or any other place mutually decided by and between the company and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

Jurisdiction: No legal proceedings to enforce any claim and no suit arising out of this contract shall be instituted, except in a court of competent jurisdiction located in Bangalore, Karnataka.

BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.

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.

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 payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry



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Date: 20.08.2019

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	

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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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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Annexure –‘C’

UNDERTAKING

To:

The Asst. General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300029038 dated 20.08.2019 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’

SCOPE OF WORK

- 01) **Replacement of defective parts:**
Defective parts to be replaced with genuine OEM parts. In the event of non availability of OEM parts due to obsolescence, OEM parts with higher specifications are to be used.
 - 02) **Qualification of Maintenance staff**
Service provided should depute qualified and experienced Service Engineers. BEML Ltd., reserves the right to interview the maintenance personnel and accept or reject him based on his performance.
 - 03) **Turn around time**
Service provider should respond to breakdown calls within 24 hours of intimation. However, a standby equipment of same capacity to be provided, till the original equipment is put back to working condition, after due repairs, failing which, BEML Ltd., reserves the right to levy appropriate penalty under risk purchase clause.
 - 04) **Service Engineer should maintain the equipments in good working condition.**
 - 05) **This is a comprehensive AMC, including supply and replacement of all spares.**
 - 06) **This AMC is both preventive and corrective maintenance.**
 - 07) **Service Engineers should report to IT heads at the respective locations once every month to conduct preventive maintenance.**
 - 08) **Service Engineers should attend to any number of breakdown calls, apart from monthly preventive maintenance.**
 - 09) **95% uptime of the equipments to be maintained.**
 - 10) In case of complete breakdown of the equipment, the service provider will be responsible for loading of operating system and utilities.
 - 11) BEML Ltd., provides Service Providers with ongoing performance feedback. In the event of specific performance problems, BEML Ltd., will typically notify the Service Provider of the problem in an attempt to rectify the situation. If the problem is not resolved in a satisfactory amount of time, BEML Ltd., will place the service provider under probationary status. If the performance of Service Provider does not improve, BEML Ltd., reserves the right to terminate the Service Provider agreement. Performance Bank Guarantee in such cases of default will be encashed.
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12) Continuous breakdown of any equipment should not exceed 24 hours from the time of reporting. However, in the event of any equipment under breakdown condition, beyond 24 hours, a standby equipment of same capacity & good working condition to be provided, till the original equipment is put back to working condition, after due repairs.

13) **Business Share & Preference**

BEML Ltd intends to consider 100% share on technically accepted & commercially most competitive offer. Bidders who have submitted their offers to undertake AMC of equipments installed at all locations mentioned in Annexure- A will only be considered.

14) **Labeling / Marking**

The Service Provider, in consultation with the concerned IT Heads, shall ensure that all the equipments under this AMC are labeled for easy identification.

15) **Award Notification**

Respective location of BEML Ltd., will release the Purchase Order and payment will also be arranged by them.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure-‘E’

DETAILS OF LINE PRINTERS, LOCATION WISE

Sl. No.	Location	Brand / Model	Qty Nos.
01)	BEML LTD Beml Soudha, No.23/1, 4th Main, S.R. Nagar, Bangalore – 27	WIPRO P7-100N LMP	02 Nos.
02)	BEML LTD Bangalore Complex, New Thippasandra Road, Bangalore – 75	WIPRO PROLINE P1000Q WIPRO PROLINE P5100q	01 No. 01 No.
03)	BEML LTD Earth Moving Division KGF – 563 115	WIPRO P7-100N LMP PRINTRONIX P5008	03 Nos. 01 No.
04)	BEML LTD Hydraulic & Power Division KGF – 563 115	WIPRO PRINTRONIX HEAVY DUTY 7000	03 Nos.
05)	BEML LTD Marketing Division KGF – 563 115	WEP P7100QN PRINTRONIX WHITE	02 Nos. 02 Nos.
06)	BEML LTD Marketing Division Belwadi Post Mysore	PRINTRONIX P5009 PRINTRONIX P 8010 WITH NETWORK CARD	01 No. 03 Nos.
07)	BEML LTD Engine Division Belwadi Post, Mysore	WIPRO WEB P7-1000QN	01 No.
08)	BEML LTD Equipment Division Belwadi Post Mysore	PRINTRONIX 5009 WITH D LINK PRINT SERVER PRINTRONIX 5010 WITH D LINK PRINT SERVER PRINTRONIX P1000 WEP PRINTRONIX P7000-1500QN WITH NETWORK CARD	01 No. 01 No. 01 No. 01 No.

Signature with company/firm with seal



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Annexure-‘F’

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.



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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 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 despatch 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".
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16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
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-‘G’

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	Scope of Work	As per Annexure-D to be signed and uploaded in the collaboration folder.	
E	Details of Line Printers, Locations wise	As per Annexure-E to be signed and uploaded in the collaboration folder.	
F	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-F to be signed and uploaded in the collaboration folder.	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____