

TENDER No: 6300030311

Date: 22.11.2019

TENDER DOCUMENTS

Request for Quotation for supply of Golf Cart 11 Seater

Last date for submission of the bid is 05.12.2019 before 14:00hrs

For BEML Limited,

Asst. General Manager
Corporate Materials

**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 Defence 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 your 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.in/tender_hq.php).

BEML LIMITED invites tender from Manufacturers per following details:

Description	Supply of Golf Cart 11 Seater (Including Driver)
Delivery	BEML Ltd., Thippasandra, Bangalore Complex, Bangalore-560 075
Validity of Price	The quoted price should be firm for a period of 90 days from the closing date of the 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 05.12.2019 @ 14.00hrs.

This Tender consisting of three parts:

Part - A	Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through Manual mode or Online payment as per the Bid Invitation
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

Part A – Pre-Qualification Bid i.e. Submission of EMD (Online / Manual mode) as per the Bid Invitation

1. Earnest Money Deposit (EMD):

EMD amount of Rs 12,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque on any scheduled Bank drawn on BEML Limited, Bangalore, payable at Bangalore/ Online payment.

Bidders exempted from EMD shall submit valid exemption certification from competent authority as per qualification bid.

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 12,000/-

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.12,000/-** (Rupees Twelve 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 super scribing the **Bid Invitation No. 6300030311 dated 22.11.2019, Closing date 05.12.2019 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:

BANK NAME	
-----------	--

BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope 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.

- 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/ Online payment 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. 12000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) 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 / NSIC certificate,/ MSME Certificate/ Online payment (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.

h) Tender shall be opened **on closing date i.e 05.12.2019 @ 15:00hrs**

i) 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 Eligibility Criteria: (Mandatory Clause)

1. The firm should have already supplied the vehicle (Golf Cart) to customers during the past two years. **(Please upload the details on SRM platform)**
2. The firm should give “Performance certificate” for the period of atleast ONE Year from the Customer **(Please upload the details on SRM platform)**
3. The firm should give **Two** years warranty for the Vehicle, **Three** years for Battery & **Two** years for Charger **(Please indicate the same on SRM Platform)**
4. The firm should Demonstrate the satisfactory working of the vehicle quoted at our works at full load.

Other Terms and Conditions:

1. The firm should give a list of Spares required for the warranty period of the vehicle
2. The firm should give training of Operation & Maintenance of the vehicle to our personnels
3. The firm should give two sets of Drawings operation and maintenance Manuals of the vehicle.

TECHNICAL SPECIFICATIONS

Sl No	Description	BEML Requirement	Bidders Specification Compliance/ Remarks
1	Vehicle Type	Four Wheeler	
2	Seating Capacity	11 seats (Including Driver)	
3	Pay Load	Min. 880 Kgs	
4	Wheel Base	Min. 2500 mm	
5	Overall Width	Max. 1500 mm	
6	Overall Length	Max.5000 mm	
7	Turning Radius	Max. 6000 mm	
8	Ground Clearance	Min. 140mm	
9	Drive motor	AC Motor with Drive	
10	Horsepower	Min. 4KW Continuous	
11	Drive Unit	With Reduction Gear	
12	Controller	AC Controller with Smooth Movement & Smooth Stop	
13	Batteries	Battery of THREE years warranty	
14	Charger	1. Battery charger with plug & socket, Auto Cut off facility & with 2 years warranty. 2. With switchable fast charging & Regular Charging Facility.	
15	Range per Full charge	Min. 35km per full charge, continuous with full load.	
16	Battery Recharge Time	8 hours full cycle	
17	Front & Rear suspension	With Leaf / coil Spring shock Absorber	
18	Steering	Right Hand Drive, Rack & Pinion	
19	Brakes	Self Adjusting Rear wheel Hydraulic system	
20	Park Brake	Hand Operated suitable brake	
21	Frame / Chassis	Steel with Corrosion Resistant Paint (or) Double powder coated steel	

Sl No	Description	BEML Requirement	Bidders Compliance/ Remarks
22	Body	1. Vehicle Body is inclusive of Roof 2. Body and roof should be of same material.	
23	Body Finish	1. Smooth Finish with Good & Aesthetic Look. 2. Colour: White	
24	Windshield	Toughened Glass Windshield with wiper	
25	Mirrors	1. Side Mirrors – Two Nos 2. Interior Center Mirror – One No.	
26	Tyres premium Tread	Heavy Duty Tubeless Tyres	
27	Spare wheel	One No.	
28	Top Speed	Min. 10Kmph	
29	Type of Seating	1. Backrest and Cushion – Sponge + Artificial Leather 2. Armrest – Injected Plastic 3. Anti-Skid Foot Mat	
30	Instrumentation	1. Battery Level Indicator 2. Speedometer 3. Light Indicator Display 4. Horn with beep sound 5. Reverse Alarm Sound	
31	Lights	1. Headlights – Two Nos 2. Tail Lights – Two Nos – Red Colour 3. Turn Indicator Lights: Front – Two Nos: Rear – Two Nos 4. Interior Light: LED White Light at Roof	
32	Service Support	The firm should depute their service personnel within 24 hours along with necessary spares and set right the vehicle and also firm should extend service & spares support for minimum period of 10 years.	

(You are requested to upload on SRM platform the technical specifications indicating your acceptance / remarks on the above)

The following documents duly 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. Special Conditions as per Annexure 'D'

Note:

1. Technical bid will be opened first subject to compliance of Part-A pre qualification i.e., receipt of original DD/Exemption Certificate/ Online payment for EMD.
2. The bidders must ensure that all the Mandatory clauses indicated in the tender document are fulfilled by them and all necessary documents are uploaded on SRM platform.
3. The bidders must ensure that the documentary proofs required to substantiate the clauses as above are provided and uploaded, without which the bid is liable to be rejected without any reference to the bidder.
4. All 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.
5. 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.

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

Bidder has to quote the 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#.

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

2. Terms and Conditions

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 are not accepted.
4. Transit Insurance, P & F Charges, Handling Charges etc., to Bidders account.
5. **Delivery Schedule** : immediate.
6. **Payment Terms** : 100% after receipt & acceptance – 60 days
7. **Validity of Offer**: The quoted price should be firm for a period of 90 days from the closing date of the tender.
8. **Liquidated Damages (LD)**: 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.
9. **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 of EMD.
10. **Jurisdiction**: No legal proceeding 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.
11. **Non performance clause**: In case of non performance of the order, if placed on you, BEML will have an option of alternate procurement action at your risk & cost apart from forfeiture EMD.
12. **Right of Buyer**: BEML reserves the right to partially or totally accept or reject any/all bids placed in the Tender Notice without assigning any reason whatsoever.
13. **Termination**: In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
14. BEML Ltd need not necessarily accepted the lowest offer.
15. Offers not confirming to the above terms and conditions are liable to be ignored.
16. BEML Ltd., reserves its right to reject any incomplete bid submitted
17. BEML Ltd., reserves the right to verify in its sole discretion, any information give by the bidders independently or through third party agencies. During

this process if it is found that nay information given by the bidder is false/misleading, offers of such bidders would be out rightly rejected.

18. BEML's decision is final for evaluation of the offers.

19. In case any person, company from association having any litigations, arbitration between themselves and BEML Ltd., pending before the court/arbitration or initiated litigations / arbitration in connection with any contract /tender issued by BEML Ltd., and any contractor has defaulted against BEML's orders are not eligible to participate in this tender.

20. Bidders are requested to put page numbers and sign in all the documents which are uploaded in the SRM portal.

21. Commercial bid of only those bidders who are adjudged qualified by BEML Ltd., shall be opened for further processing.

22. Fall clause:

- 1) The prices charged for the stores supplied under this PO by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML office / division during the pendency of this purchase order.
- 2) If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / division at the price lower than the price chargeable under this PO and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.
- 3) The supplier shall furnish to the consigned / paying authority concerned for this PO the following certificate under along with the invoice for the supplies effected under this PO "I/We certify that the stores of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me / us to any other BEML office / Division from the commencement of the contract up to the period of completion of delivery at a price lower that the price charged to the consignee concerned of this PO"

23. Bribes and Gifts: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML

may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

24. **Quality and workmanship:** The stores supplied shall be of the best quality and workmanship shall be in strict conformity with all the drawings and specifications furnished with the purchase orders and shall answer to the description in all respects. All supplies should be accompanied by the suppliers work inspections/test certificates duly certifying, the stores are in strict conformity with the drawings / specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the supplier, no request shall be entertained for re-inspection or acceptance of the stores. However BEML reserves the right to re-inspect the stores and consider acceptance at its discretion.

25. **Inspection & Testing:** The goods and stores shall be of approved design and each part /component may be inspected and tested by the purchaser prior to shipment and shall fully comply with relevant requirements of purchaser.

Purchaser has the right to inspect the delivery. In the event of rejection, purchaser shall inform the supplier accordingly and purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect the purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are notices at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the purchaser for such disposal.

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the supplier's premises the material and workmanship of all stores to be supplied under the contract and if the part of the stores are being manufactured at other premises the supplier shall obtain purchaser's or his authorised

representative's permission to inspect, examine and test as if the said stores are being manufactured at the suppliers premises. Such inspection, examination and testing, if made shall not release the supplier from any obligation under the contract.

All costs related to inspections and re-inspections shall be borne by the supplier. The cost of inspection staff/third party specified by the purchaser shall be borne by the purchaser, unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the supplier or any of his sub-contractors/s, supplier shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type or such other special tests shall be borne by the purchaser only if specifically agreed.

The supplier shall give the authorized representative of the purchaser reasonable prior notice in writing of the date on and the place at which any stores will be ready for inspection / testing as provided in the contract.

Kindly Note:

- a) If GST is not mentioned separately in the item data/bidders remarks, it will be considered that 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 delivery schedule is not mentioned in the quote, it will be considered as per terms and conditions of the tender notice.

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 Name :- Address :- Bank account number :- IFSC code:
4	Cancellation of Cheque	Scan copy through SRM Platform
5	PAN Number	
6	GST Number	
7	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: _____

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: _____

UNDERTAKING

To:

The Dy.General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300030311** dated 23/11/2018 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: _____

**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 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".
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:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____