



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
3, Burnpur Road (PO) – 713304 Asansol – Dist. (Paschim Burdwan)
Tel. 0341 – 2252480,
e-mail: asansol@rm.beml.co.in

TENDER No: 6300031007

Date: 28.12.2019

TENDER DOCUMENTS

**REQUEST FOR PROPOSAL FOR INSTALLATION OF CCTV CAMERA System AT
BEML LTD, 3, Burnpur Road Asansol - 713304 Dist. (Paschim Burdwan)**

**DISTRICT MANAGER
ASANSOL**

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



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Tel. 0341 – 2252480,
e-mail: asansol@rm.beml.co.in

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 and has its one of the marketing District Office at BEML Limited Asansol, 3, Burnpur Road Asansol - 713304 Dist. (Paschim Burdwan)

1. 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 . 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 Manufactures / Dealers / Distributors for per following details:

Description	Installation of CCTV camera along with all necessary system at BEML District Office Asansol
General Data in respect of your company	As per Annexure 'A'
Undertakings	As per Annexure 'B' & 'C'
Technical specification, scope of supply and General Terms and condition	As per Annexure 'D'
Price Bid Format	As per Annexure 'E'
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.



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The last date for submission of the bid is on or before 20.01.2020 @ 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)

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

1. Earnest Money Deposit (EMD):

EMD in the form of Demand Draft for Rs.2,500/- (Rupees Two Thousand Five Hundred only) drawn in favour of BEML Ltd., payable at District Office Asansol. DD should be issued from Nationalized/Scheduled Bank.

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

- EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs.2,500/- (Rupees Two Thousand Five Hundred only) drawn in favor of BEML Ltd, payable at District Office Asansol.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in sealed envelope duly superscripted with the Bid Invitation No. **6300031007 Date: 28.12.2019** at the top of the envelope, closing date of submission of EMD at District office Asansol is **20.01.2020 Time 13:00 Hrs.** 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	



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The above sealed envelope (Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate) has to reach the address as mentioned below on or before 20.01.2020 Time 13:00 Hrs

District Manager
BEML LIMITED,
3 Burnpur Road Asansol
713304

- 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 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) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- b) EMD lesser than Rs. 2,500/- will not be accepted and the quotation is liable to be rejected.
- 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 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 20.01.2020 @ 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.



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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, scope of supply and General Terms and condition as per Annexure 'D'.
5. Price Bid Format as per Annexure 'E'.

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.

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.

The price bid format is enclosed at Annexure-E (The format is only for reference. You are requested to quote on SRM platform only).

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 **amount** (Total package basis **as per scope of supply items** and applicable taxes. in the item data column. 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 shall be opened subsequently.

L-1 (lowest tender) will be arrived on total package basis only excluding GST.



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Date: 28.12.2019

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	Copy of cancelled cheque	
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: _____



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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 District Manager
M/s. BEML LTD
Asansol 713304

Dear Sir,

Having examined the Bid **6300031007** Date: **28.12.2019** 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 Supply:

Description	Bidder Response
Supply and Installation of 5 nos. HIKVISION make DOME HD5 MP CAMERA, IR - 20m distance, IP67, IK10, • 4 in 1 video output (switchable TVI/AHD/CVI/CVBS) All weather type,	
Supply and Installation of 5 nos. HIKVISION make BULLET HD 5 MP CAMERA, IR - 20m distance, IP67, IK10, • 4 in 1 video output (switchable TVI/AHD/CVI/CVBS) All weather type.	
Supply and Installation 1 no HIKVISION make HD CLOUD DVR 16 CH 4 AUDIO, 2 SATA SUPPORTED	
Supply and Installation 2 nos. HARD DRIVE 4 TB SURVEILLANCE HDD each (SEGATE make), necessary quantities of ADAPTORS , BNC CONNECTOR , DC JACK as required (back up recording for 90 days)	
Supply and Installation of 1 SONY HIGH RESOLUTION flat screen MONITOR of minimum size 32 inches	
Networking (Fire resistant)	
Supply ,installation and testing of network accessories other than above if any required , Commissioning of all the cameras by integrating with the available network and Handing over of the entire CCTV System with suitable UPS for backup including the above cameras and full wiring process includes all civil works(if any)	
Supplier has to visit BEML to study the requirement in detail and should quote for all the necessary items required for the job before submitting offer	

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(Technical Bid)

Criteria Requirements (Informative)	Remarks
The firms should submit all the relevant supporting documents like P.O copies or performance reports or Completion certificate from end users for having supplied and commissioned similar systems	SUBMITTED / NOT SUBMITTED
Technical Specifications	Supplier Remarks (firm should indicate compliance OR noncompliance OR indicate deviation with offered item)
1. Work Description: Supply and Installation of CCTV Camera System with 10 nos. cameras” at District Office Asansol and “Supply and Installation of 1 No flat screen of size 32 inch or above” at District Office Asansol as per scope of supply indicated in NIT Scope of Supply Note : Firm has to provide details of all the items which is required for Installation of CCTV Camera System	
Supplier is requested to mention the specifications	

The Bidder shall comply with all the clauses of ELIGIBILITY CRITERIA. Any bid not meeting any one of the qualification requirements & clauses mentioned under Prerequisites and Terms & Conditions will not be considered for Technical & commercial bid (Price bid) for evaluation and gets rejected summarily.

All supporting documents should be uploaded in the technical bid (Collaboration folder).



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Terms and conditions	SUPPLIER REMARKS (firm should indicate compliance OR noncompliance OR indicate deviation with offered item)
1. Firm has to visit BEML to study the requirement in detail and should quote for all the necessary items required for the job.	
2. Delivery & Installation: Within 30 days from the date of receipt of Purchase Order at your end.	
3. Guarantee/warranty: Should be 2 years from date of installation at District office Asansol. It includes all product , necessary networking accessories indicated in the scope of supply of NIT	
4. Commissioning: The firm should depute their service personnel crew for the Installation & commissioning. It should be the entire responsibility of the firm to supply, erect, install and commission, prove and handing over to the entire system to the satisfaction of BEML as per scope of supply .	
5. The offer should be complete with: Detailed technical specifications, Complete scope of work, List of Accessories.	
6 Service backup: In case of breakdown during/after warranty the firm should attend rectify with Necessary spares within 24 hrs of reporting and set right the equipment. The firm should furnish the service backup network available with them for attending the breakdowns within a day effectively.	



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COMMERICAL & GENERAL TERMS & CONDITIONS

01. Terms of Delivery: New CCTV Cameras along with all networking and other accessories and Monitor system may be delivered as per the technical Specifications mentioned in the Technical Bid of this tender.

02. Delivery Schedule (Completion of Work): Within 30 days from the date of receipt of Purchase Order at your end.

03. Payment Terms:

3.1 Supplier shall provide an invoice in triplicate to The District Manager, BEML Limited Asansol and will be released within 45 days from the completion of work in all manners.

3.2 Payment shall be made by online transfer only.

04. Prices & Taxes:

4.1. The quoted price should be exclusive of GST & other Taxes. Kindly indicate the GST rate and other taxes if applicable

4.2. The tenderer has to produce the GST Certificate as proof of the registration in tax authority.

4.3 Tax, as applicable, shall be deducted at source by BEML from the supplier's bill at the time of payment.

4.4 Prices to be submitted in Price Bid (in SRM Portal Only).

05. Purchase Order Cancellation Clause: BEML reserve all rights to cancel the issued Purchase order at point of time.

06. Penalty & Liquidated Damages: For every week after the delivery period as mentioned above, 0.5% of the basic value subject to maximum of 10 % of total value will be deducted from the payment.

07. Applicable Laws And Jurisdiction Of Courts: Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern the work order. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

08. 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 hereof. Any question or dispute as to the commissions of any offence under the present clause



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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.

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

10. Price should be quoted in Indian Rupees only

11. FAX / EMAIL quotations not accepted

12. Indicate all applicable taxes and duties separately

13. SECURITY DEPOSIT / BANK GUARANTEE: The Successful Tenderer have to submit a DD towards Security deposit as specified OR to execute a Bank Guarantee for as specified (Value equal to 10% (Ten percent) of total Contract Value including GST) **within one month** from the date of issue of Work order for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time..

The DD shall be made on BEML LIMITED, District Office Asansol payable at District Office Asansol. In case of Bank Guarantee, the same shall be submitted from any Indian Public Sector bank in the standard format which shall be provided by BEML in due course of time. The Bank Guarantee should be valid up to 6 months after completion of contract Period / Warranty period.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

In case of non-submission of Security Deposit/Bank Guarantee in stipulated time period, BEML Ltd. Management will have liberty to withhold payments of monthly Bills till performance of Bank Guarantee/Security Deposit clause

14. Delivery Terms: FOR BEML Limited, 3 Burnpur Road Asansol.

15. Validity of quotation: 90 days from the date of opening of the tender.

16. Insurance: Freight, forwarding charges will be on suppliers account.

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

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



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17. 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

18. 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.

19. 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 10% of the value of the delayed portion of the Purchase Order.

20. 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.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

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



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GENERAL TERMS AND CONDITIONS: Purchaser refer to BEML and Supplier refers to supplier / Dealer / Distributor.

(i) ARBITRATION :

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs : In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at District Office Asansol and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules. Courts at District Office Asansol shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) FORCE MAJEURE CLAUSE :

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance.



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Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS :

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties.

The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act1970, Employee’s Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

(v) 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 obtaining or to the execution of or any other contract with BEMLLtd., 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.



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(vi) JURISDICTION :

Courts at District Office Asansol alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) DRAWINGS AND DOCUMENTS :

Drawings, technical documents or other Official documents/information received by one party during course of work shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) NON-DISCLOSURE AND INFORMATION OBLIGATIONS :

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) DURING ARBITRATION :

“Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.

(x) PROGRESS REPORT :

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.



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(xi) CONTRACT VARIATIONS (INCREASE OR DECREASE IN THE SCOPE OF SUPPLY) :

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) NON-WAIVER OF DEFAULTS:

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.



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Kindly Note:

- a) If GST are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of all 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.

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Annexure - E

PRICE BID FORMAT

Sl.No	Description	Basic amount (Total package basis as per scope of supply items)	GST Rate and GST amount	Total Lump sum Amount (Rs)
		(1)	(2)	(1)+(2)
	Supply, Installation, commissioning and testing of 10 nos. of CCTV Camera System along with “Supply and Installation of 1 no. Sony HIGH RESOLUTION flat screen MONITOR of minimum size 32 inches at District Office Asansol which includes all accessories required as per scope of supply (Annexure D) and Commissioning of all the cameras by integrating with the available network and Handing over of the entire CCTV Camera System with suitable UPS for backup including the above cameras and full wiring process includes all civil works (if any) as indicated in scope of supply.			

L1 bidder will be declared on the basis of amount quoted in Column (1)

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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TENDER No: 6300031007

Date: 28.12.2019

Annexure-N

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.

.....2



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: 2 :

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.



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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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____