



## **BEML LIMITED**

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

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

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

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**TENDER No: 6300031843**

**Date: 17/02/2020**

### **TENDER DOCUMENTS**

**REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, COMMISSIONING & PERFORMANCE PROVEOUT  
OF ONE SET CONSISTNG OF 4TR FLOOR STANDING (TOWER TYPE) AIR CONDITIONER WITH ACCESSORIES  
AT BEML LTD, ENGINE DIVISION, MYSORE.**

**Last date for submission of the bid is 28/02/2020 before 2.00 PM**

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

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### Table of contents

Sl. No	Particulars	Page No
1	Introduction (General Information)	03
2	Bid Submission Process	03 to 07
3	General Terms and conditions	08 to 12
4	General Data in respect of your company (i.e., Company Profile) as per <b>Annexure 'A'</b>	13
5	Undertaking as per <b>Annexure 'B'</b>	14
6	Undertaking as per <b>Annexure 'C'</b>	15
7	4TR Floor Standing (Tower Type) Air Conditioner with accessories as per <b>Annexure 'D'</b>	16 to 18
8	Special Conditions arising out of implementation of GST as per <b>Annexure 'E'</b>	19 to 21
9	Technical Compliance Sheet as part of the technical bid as per <b>Annexure 'H'</b>	22



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### 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.

### 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 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](http://www.bemlindia.com/tender_hq.php)).

BEML LIMITED invites tender from Manufacturers per following details:

<b>Description</b>	Supply, Installation, Commissioning & Performance Prove out of one Set consisting of 4TR Floor Standing (Tower type) Air Conditioner with accessories
<b>Delivery</b>	To be delivered & installed at BEML LTD, Engine Division, Mysore
<b>Validity of Price</b>	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](mailto: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](mailto: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 28.02.2020 @ 14.00hrs.**

This Tender consisting of three parts:

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

**Part B** – Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system

**Part C** – Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system



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

#### **1. Earnest Money Deposit (EMD):**

EMD amount of **Rs 4,000/-** (Rupees Four Thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

**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 4,000/-.

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 :**

- EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.4,000/-** (Rupees Four Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Tender Enquiry No. 6300031843 Dt.17/02/2020, Closing date 28.02.2020 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	



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The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

General Manager (Corporate Materials)

**BEML LIMITED.**, Room No.1

BEML SOUDHA, 23/1, 4<sup>th</sup> 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.4,000/- 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 & installation of items.
  - 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 28.02.2020 @ 15:00hrs**
  - i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.
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### **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. Specification of 4TR Floor Standing (Tower type) Air Conditioner with accessories as per **Annexure 'D'**
5. Special Conditions arising out of implementation of GST as per **Annexure 'E'**
6. Technical Compliance Sheet to be uploaded as per **Annexure 'F'**

#### **Note:**

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate/Online Payment 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)**

#### **Price Bid Commercial**

The rates are to be entered in BEML SRM System only in "Pricing Conditions" in the systems.

The format given below is to be referred and the rates are to be entered in the system against the respective item.

In case of any need to enter any other remarks / charges for the items over and above the fields provided in the system, please enter the same in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".

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**Precaution : Please do not upload any price details in the technical bid in collaboration folder.**

The price quote for the scope of supply is in the following format in SRM. The firm to quote accordingly.

Sl. No.	Description	Qty	Unit Price (Rs.)	Total Price in (Rs.)
<b>A</b>	<b>Material :</b>			
1	Suppply, Installation, Commissioning and Performance prove out of Floor standing (tower type) Air conditioner Verticool (one set to consist of one No. 4TR capacity AC, with indoor and outdoor stand, mounting hardware, voltage stabilizer (if required), etc, as per Annexure-1 The following items required for 6m distance between indoor and outdoor unit to be supplied with each unit. a) Hard Run Copper pipe with insulation b) Copper Electrical Cable c) Aluminum casing channel d) Drain Line	01 set	The details to be entered in pricing conditions of commercial bid of SRM Only	The details to be entered in pricing conditions of commercial bid of SRM only
	Applicable Taxes			
	Other if any			
	Sub : Total (Materials)			
<b>B</b>	<b>Services :</b>	LS		
	Installation, Commissioning and Performance prove out at site			
	Applicable Taxes			
	Sub Total (Services)			
<b>C</b>	<b>Grand Total (A + B)</b>			

The above total Price C = (A+B) with taxes and duties will be considered for arriving lowest commercial offer.

**Note: The break prices of the items wherever possible** to be given in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".



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### GENERAL TERMS AND CONDITIONS

01. The firm must be in the business of supply and installation of Air Conditioners and must have supplied and successfully commissioned air conditioners in industries /institutions/business house etc.,

#### 02. TECHNICAL BID :

Please upload the following documents ( signed with seal) in the 'C Folder- Technical Attachments' in the system

Sl. No	Description of document
1	The Technical Compliance Statement .The firm should confirm meeting the scope of supply and services as per the Tender. The Table 1, 2, 3 of Annexure -1 to be filled and submitted as Technical Compliance Statement. Any deviation from specification and scope of supply to be clearly indicated.
2	Compliance to points in the corrigendum if any released before tender closing date.
3	The relevant Product catalogues, Pictures, layout , Drawings , Technical description etc., as applicable.
4	The validity of the quotation, delivery time , installation and commissioning time to be indicated.
5	Firms Acceptance to L.D clause, submission of Performance Bank guarantee, Payment terms.
6	Acceptance /Reply to relevant points in Annexure-2

No price details to be given in the Technical Bid. Technical Bid which includes pricing will summarily be rejected

#### 03. PRICE BID (COMMERCIAL BID)

The rates are to be entered in the BEML SRM system only in 'Pricing Conditions" in the system.

The format given below is to be referred and the rates are to be entered in the system against the respective item

In case of any need to enter any other remarks/charges for the items over and above the fields provided in the system, please enter the same in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".

**Precaution : Please do not upload any Price Details in the Technical Bid in collaboration folder.**



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- a. The Price Quote for the scope of supply is in the following format in SRM. The firm to quote accordingly.

Sl. No.	Description	Qty	Unit Price (Rs)	Total Price in (Rs)
A	<b>Material :</b>			
1	Supply, Installation, Commissioning and Performance prove out of Floor standing Tower type Air Conditioner (One set consisting of One No. 4 TR capacity AIR CONDITIONER, with indoor and outdoor stand, mounting hardware, voltage stabilizer (if required) etc., as per Annexure-1. The following items Required for 6 m distance between indoor and outdoor unit to be supplied with the unit. a) Hard Run Copper pipe with insulation b) Copper electrical cable c) Aluminum casing channel d) Drain line.	One Set	The details to be entered in Pricing Conditions of Commercial Bid of SRM only	The details to be entered in Pricing Conditions of Commercial Bid of SRM only
	Applicable taxes			
	Others if any			
	Sub Total (Material)			
B	<b>Services:</b>			
	Installation, Commissioning and Performance prove out at site	LS		
	Applicable taxes			
	Sub Total ( Services)			
C	Grand Total (A) + (B)			

The above Total Price C=(A+B) with taxes and duties **will be considered for arriving lowest commercial offer.**

**Note : The break prices of the items wherever possible** to be given in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".



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### 04. PRICE:

The prices are to be indicated on “**FOR BEML Mysore**” basis and inclusive of Packing, Forwarding and Freight and insurance charges. Taxes and duties are to be indicated separately.

The scope of supply and the break up prices of all the items (For Equipment and Accessories) included therein should be clearly indicated.

As per Govt. of India rules Income Tax will be deducted at source against services provided in India.

The quoted prices should be **firm throughout the period of contract**, B.E.M.L, Mysore (i.e Delivery to our stores including Packing, Forwarding, Freight, Insurance etc.)

### 05. PERFORMANCE BANK GUARANTEE (PBG):

The firm should submit a Performance Bank Guarantee as per BEML approved format as coverage for the following and PBG should be provided during the period as indicated below.

Sl. No.	COVERAGE FOR	PBG should be submitted	PBG Validity
1	10% of the P.O value towards Performance guarantee during warranty period	Before the release of final payment	Valid for a period of 12 months + 3 months from the date of commissioning and acceptance

PBG should be drawn on Nationalized Indian Bank.

### 06. VALIDITY OF QUOTATION :

The quoted Prices should be valid for **Three months** from the tender opening date.

### 07. DELIVERY SCHEDULE :

The firm to quote their best delivery schedule for supply and installation & commissioning of the item.

### 08. LD CLAUSE:

The Equipment’s complete in all respects shall be delivered as per schedule indicated in the purchase order.

The price and delivery quoted would be the major factors in considering and evaluating the offers.

The firm should indicate Time required for Commissioning and Prove out of items at site.

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Delayed Delivery, prove out due to reasons whatsoever, beyond the agreed schedules will attract L.D. clause as follows.

Liquidated damages ( LD ) and not by way of penalties will be recovered at the rate of 0.5% per week of delayed period beyond stipulated delivery , prove out period subjected to a maximum of 5% of value of purchase order

### **09. PACKING:**

The items in the scope should be neatly packed for safe transportation. The supplies should accompany packing list.

### **10. WARRANTY:**

The firm shall warranty that the supplies made under the contract shall fully comply with the specifications laid out and shall provide Warranty for **12 months** from the date of commissioning and acceptance.

Warranty shall be applicable on the entire system including all the equipments, accessories and spares supplied by the firm against all defects arising out of bad design, workmanship and materials.

The firm shall also replace such defective parts free of cost at our works and incidental charges incurred if any for such replacement / rectifications and the services of Firms Engineers utilized for such purposes shall be without additional charges.

### **11. SPARES:**

Till the end of Warranty period, it is the responsibility of the firm to replace the spares required free of cost. All expenses incurred like CIF charges, Customs Duty, Inland transport, Insurance and any other incidental charges will be to the firm's account.

### **12. SPARES & SERVICE SUPPORT :**

The firm should guarantee the spares, service and software support for a period of minimum 05 years from the date of supply of the equipment. The firm should have sufficient stock of spares and consumables required for the equipment supplied, so that in case of service call from BEML the firm should be able to attend to the problem within a short period of time.

### **13. INSTALLTION AND COMMISSIONING:**

The scope includes Installation and commissioning of the total system at BEML and proving the system for its performance and shall be completed within the period indicated in the P.O.

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- a. Installation, Commissioning and Performance prove out of all the items in the scope of the Purchase Order.
- b. The integration of the accessories in the scope to work as a system is the responsibility of the firm.
- c. Safety and Compliance of statutory requirements like wage, ESI, PF, Personnel Protective devices of the personnel deputed by the firm, Compliance of Local labour regulation if any for installation and commissioning of the above system is the responsibility of the firm. Any accident happening during the installation & commissioning, is sole responsibility of firm.
- d. The firm has to depute the experienced staff for commissioning work of the machine and has to produce the identification card, ESI/ Accidental insurance policy copy for the personnel deputed.

### 14. INSPECTION REPORT:

In case of supplies each consignment shall be accompanied by a supplier's inspection report certifying that the Stores conform to the required specifications. However BEML reserves the right to inspect the stores when received at works and our inspection will be final.

### 15. INSTRUCTION MANUALS: (Three sets hard prints in English + CD's)

Operation, Maintenance, spare parts manuals should be supplied in triplicate for all the items in the scope.

### 16. TRAINING:

The supplier shall impart necessary training to BEML personnel in the areas of Equipment Operation, maintenance during commissioning at BEML. This should be sufficient enough for BEML personnel to operate and maintain the system.

### 17. PAYMENT TERMS:

Our payment term is 90 % of P.O value in 60 days after installation; commissioning and performance prove out and balance 10 % against submission of Performance Bank Guarantee for 10 % of P.O value valid for one year from the date of commissioning.

**In case supplier desires different payment terms they should quote accordingly. However all other things being equal BEML will prefer those accepting BEML payment terms.**

18. BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.
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TENDER No: 6300031843

Date: 17/02/2020

Annexure –‘A’

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

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address  Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :-  Bank Name :-  Address :-  IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	
7.	<b>Brand / Make</b> (supply, installation, commissioning and performance proveout of 4TR Floor Standing (Tower type) Air Conditioner with accessories	

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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TENDER No: 6300031843

Date: 17/02/2020

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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TENDER No: 6300031843

Date: 17/02/2020

Annexure - C

### Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300031843 dated 17.02.2020 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'

### Floor Standing (Tower Type) Air Conditioner Unit

**Scope :** Supply, Installation, Commissioning and Performance Proveout of One set consisting of 3TR x 2 units Floor Standing (Tower type) Air conditioner as per the technical specification in Annexure-D and General terms and conditions (Page No.7 to 10) as above.

**Table-1 Technical Specification - To be filled by the firm and enclosed with Technical Bid**

Sl. No	Description	Specification Required by BEML	Specification of the Air Conditioner Offered by the firm
1	Type	Floor Standing (Tower Type) Air Conditioner Unit (Slim Vertical Compact unit)	
2	Nominal Cooling Capacity	4TR	
3	Star rating	Min. three star (if applicable)	
4	Refrigerant gas (Included in the scope)	R410A or equivalent	
5	Qty	One Set consisting of 01 No. 4TR Tower Type Verticool Air Conditioner, Indoor unit, outdoor unit, stand, Remote, accessories, copper piping with power cable, insulation & drain pipe etc.,	
6	Place of installation	Inspection Room, Engine Division, BEML Ltd., Mysore	
7	Location of out door unit	The outdoor unit to be installed outside the building at an approx. distance of 6 m from the indoor unit.	
8	Power Supply	415v, Three Phase, 50Hz, AC supply	
9	Documentation	Operating & instruction manual, Warranty Card etc.	
10	Make	Blue Star Ltd. /VOLTAS /CARRIER/ Blue Star/reputed make	
11	Warranty	Standard warranty of min. one year	
12	Colour	White preferred.	
13	Installation and Commissioning at site	To be carried out by the firm	
14	Other hardware/accessories		
14.1	Hard Run Copper pipe	for 6m distance of indoor to outdoor unit	



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	with insulation,		
14.2	Copper electrical cable	for 6m distance of indoor to outdoor unit	
14.3	Aluminum casing channel	for 6m distance of indoor to outdoor unit	
14.4	Drain line	As per the site condition	
15	Outdoor Stand	1 No.	
16	Indoor stand	1 No.	
17	Necessary hardware items for installation are part of the scope.		
18	Voltage stabilizer of reputed make & suitable rating – 1 No. if required.		Please mention whether voltage stabilizer is included in the scope
19	The detailed specification and product catalogue may be enclosed with the quotation.		

**Table–2 Scope of supply (To be filled by the firm and submitted along with Technical Bid)**

Sl. No	Description	Qty Required	Qty Quoted by the firm
1	Supply, Installation, Commissioning and Performance prove out of Floor standing Tower type Air Conditioner Verticool (One set to consist of one No. 4TR capacity AC, with indoor and outdoor stand, mounting hardware, voltage stabilizer (if required) etc., as per Annexure-1. The following items Required for 6 m distance between indoor and outdoor unit to be supplied with the unit. a) Hard Run Copper pipe with insulation. b) Copper electrical cable. c) Aluminum casing channel. d) Drain line.	1 Set	
2	Installation and commissioning	One activity	

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

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

### General Points : Table – 3 (To be filled and attached with Technical Bid)

Sl. No	Description	(Acceptance/ Confirmation to be filled by the firm)
1	The firm to quote for the item meeting the above specification.	
2	Place of installation : Engine Division, BEML Ltd., Mysore	
3	Validity of the quotation (3 months as per tender)	
4	Delivery Period and Installation & Commissioning Period (To be indicated)	
5	Acceptance to L.D clause as per tender (To be accepted as per Tender)	
6	Delivery Terms ( <b>Door Delivery – BEML Mysore</b> as per Tender)	
7	Submission of Performance Bank Guarantee (10 % of P.O value for Warranty period)	
8	Payment Terms (Indicate only terms without price details)	
9	<b>Mention</b> applicable GST ( <b>In words</b> mandatorily without prices)	
10	Spares and Service support (To be confirmed as per tender)	
11	The relevant product catalogues (Should be enclosed with the quotation)	
12	The equipment should be neatly packed for safe transportation.	
13	Technical Documentation: <b>Operation, Maintenance, spare parts manuals</b> , should be supplied in triplicate along with the equipment.	
14	<b>Training</b> : The supplier shall impart necessary training to BEML engineers in the areas of equipment operation, maintenance. This should be sufficient enough for BEML personnel to operate and maintain the Equipment.	

Signature with date of Authorized signatory

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Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_



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TENDER No: 6300031843

Date: 17/02/2020

Annexure-'E'

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

**Tax Indemnity clause**

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



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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.

Signature with date of Authorized signatory

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TENDER No: 6300031843

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Annexure-'F'

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

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in format as per <b>Annexure-A</b> 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 <b>Annexure-B</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 <b>Annexure-C</b> certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Floor Standing (Tower Type) Air Conditioner Unit	As per <b>Annexure-D</b> to be signed and uploaded in the collaboration folder.	
E	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per <b>Annexure-E</b> to be signed and uploaded in the collaboration folder.	

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_