

BEML LIMITED
(A Government of India Undertaking)
422, Patparganj Industrial Area,
New Delhi-110092

Phone: 011-22143968**GSTIN: 07AAACB8433D2ZZ**

BEML LIMITED
422, Patparganj Industrial Area,
New Delhi-110092

Ref.: D/BEML/MLS/CAPEX/19-20/6300031862**Date: 19.02.2020**

Dear Sir/Madam,

Sub: Tender for supply of electrical appliances.

BEML Ltd., a Govt. of India Mini Ratna Public Sector Company under Ministry of Defence is planning to purchase following electrical appliances:

Sl. No.	Type of electrical appliance	Specification	Qty Required
1	Air conditioner with stabilizer	Split Type, 4 Star, 2 Ton, inverter, Copper Coil	2 Nos.
2	Air cooler	Desert Air Cooler, Honey comb Type cooling surface, More than 100 Ltrs Water capacity, Motor 500 Watt, Movable	5 Nos
3	Oil Type room heater	13 Fins, more than 2.5 KW, Oil Filled Radiator Room Heater	5 Nos

Interested parties may download the tender documents and submit the sealed tender for all/any of the above cited items on the following address:

BEML LIMITED
422, Patparganj Industrial Area,
New Delhi-110092

Please go through the instruction and submit your bid complete in all respects **before 14.00 Hrs. on date 06.03.2020.**

Thanking you,

Yours faithfully,

For BEML LIMITED

Authorized Signatory**Encl: Tender Document – 14 Pages.**

Signature of the Contractor(s) with seal

BEML LIMITED
(A Government of India Undertaking)
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New Delhi-110092

Ref.: D/BEML/MLS/CAPEX/19-20/ 6300031862

Date: 19.02.2020

TENDER DOCUMENTS

**SUPPLY OF ELECTRICAL APPLIANCES
(Split AC/Air Cooler/Room Heater)**

Last date for submission of the bid is 06.03.2020 before 14:00 Hrs.

CLOSING DATE & TIME

06.03.2020 at 14.00 Hrs.

DATE & TIME OF OPENING OF TECHNICAL BID

06.03.2020 at 15.00 Hrs.

This Tender Document contains 14 Pages

Signature of the Contractor(s) with seal

BEML LIMITED
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422, Patparganj Industrial Area,
New Delhi-110092

NOTICE INVITING TENDERS

Tenders in two-bid system (Technical Bid and Commercial bid) are invited from Manufacturer's / Authorized dealers as per following details:

Sl No.	Type of electrical appliance	Specification	Qty Required
1	Air conditioner with stabilizer	Split Type, 4 Star, 2 Ton, inverter, Copper Coil	2 Nos.
2	Air cooler	Desert Air Cooler, Honey comb Type cooling surface, More than 100 Ltrs Water capacity, Motor 500 Watt, Movable	5 Nos.
3	Oil Type room heater	13 Fins, more than 2.5 KW, Oil Filled Radiator Room Heater	5 Nos

The schedule of event of tender activities is as appended below:

Last date of submission of Tender : 06.03.2020 up to 14:00 Hrs.

Date and Time of opening of Tender : 06.03.2020 at 15:00 Hrs.

Sealed tender bids are invited for Supply of all / any of above cited electrical appliances to M/s BEML Limited.

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

Thanking you

Yours faithfully
For BEML Limited

Authorized Signatory

Signature of the Contractor(s) with seal

BEML LIMITED

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422, Patparganj Industrial Area,
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Bid Submission Process:

You are required to submit bid in two parts viz. **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).

Tenders in two-bid system (Technical Bid and Commercial Bid) are invited from Manufacturer's / Authorized dealers as per following details:

Sl No.	Type of electrical appliance	Specification	Qty Required
1	Air conditioner with stabilizer	Split Type, 4 Star, 2 Ton, inverter, Copper Coil	2 Nos.
2	Air cooler	Desert Air Cooler, Honey comb Type cooling surface, More than 100 Ltrs Water capacity, Motor 500 Watt, Movable	5 Nos.
3	Oil Type room heater	13 Fins, more than 2.5 KW, Oil Filled Radiator Room Heater	5 Nos
4	Validity of Price	The quoted price should be firm for a period of minimum 45 days from the date of opening of tender.	

01) Both Technical Bid and Price bid are to be submitted through manual submission / speed post at following address:

Assistant General Manager (service)
BEML LIMITED
Plot no. 422, Patparganj Industrial Area,
New Delhi-110092

02) Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from Service Department on any working day.

Submission of Technical Bid:

The following document duly signed with company seal need to be sent along with the bid:

- Copy of the entire tender document. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- Copy of duly filled Annexure – 'A' Format. The name of the bidder with full official address, email, landline and mobile phone numbers shall be furnished.
- The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the Technical Bid.

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422, Patparganj Industrial Area,

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- Company Registration Certificate
- PAN Card Details
- Bidders should have GST registration number, bidders not fulfilling the criteria of GST shall submit the GST registration number as and when they become liable to pay GST
- Undertaking as per Annexure 'B'
- Undertaking as per Annexure 'C'
- Specifications as per Annexure- 'D'
- The vendor should have a valid bank account number and shall provide the account details in the following format in the technical bid. Payment to the contractor will be made either by crossed cheque or RTGS mode

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

- In case of partnership firm the name and address of all the partners together with a certified copy of the partnership deed shall be furnished. All the parties have to sign the tender document unless signed by the power of attorney holder
- Partnership companies should enclose copy of partnership deed
- Bidders should either be the OEM manufacturer/Authorized dealer/Genuine supplier.

Note: -

1. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
2. Relevant documents are to be meticulously send by the bidder and the bid will not be considered if any of the documents is not sent.
3. **Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid will not be considered and their offer will be rejected.**

Signature of the Contractor(s) with seal

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422, Patparganj Industrial Area,
New Delhi-110092

Submission of Price Bid:

Commercial Bid: Price bid of all/any of above items to be submitted in the prescribed format as per Annexure- 'E'. The price bid needs to be submitted in sealed envelope along with the bid. The envelope shall be clearly **super- scribed as price bid for Tender No.:** 6300031862.

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

Bidder has to quote basic price and applicable GST in the item data column.

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

Lowest quoting firm L-1 for the individual items will be awarded the PO for supply of particular item.

If the lowest quoting firm fails to honor the bid the PO will be cancelled. In such an event, an opportunity shall be given to the next lowest quoting eligible bidder (L-2 quoting party) to complete the bid provided it is prepared to accept the prices offered by the L-1 party. In case of any dispute, decision of BEML Limited shall be final.

TERMS & CONDITIONS:

1. Price should be quoted in Indian Rupees only
2. **Payment Terms:** 100% after delivery & installation and acceptance – within 15 days.
3. **Delivery:** The items are urgently required within 15 days from the date of placement of Purchase Order.
4. FAX/Email quotations are not accepted.
5. Indicate the warranty period. (Minimum period of one year)
6. **Liquidated Damages (LD):** Shall be applicable at 0.5% per week or part thereof, upto a maximum of 5.0% of the total value for delayed supplies beyond the delivery dates.
7. Please note that the quotation reaching our office after the specified time will be ignored.
8. The price quoted should be FOR Destination & including supplying, installation and placing in position at BEML Limited, 422, Patparganj industrial Area, Delhi-110092.
9. **Validity of Offer:** The quoted price should be valid for at least a period of 45 days from the date of tender opening.

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422, Patparganj Industrial Area,
New Delhi-110092

10. BEML Ltd need not necessarily accepted the lowest offer.
11. Offers not confirming to the above terms are liable to be ignored.
12. **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 New Delhi.
13. **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 forfeit EMD.
14. **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.
15. **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.

Kindly Note:

- a) If payment terms are not accepted / stated in the quote, it will be considered as per terms and conditions of the tender notice.
 - b) If taxes are not mentioned separately in the quote, it will be considered as the price quoted is inclusive of GST.
 - c) If validity of the offer is not mentioned in the quote, it will be considered as per terms and conditions of the tender notice.
 - d) If minimum delivery schedule is not mentioned in the quote, it will be considered as per terms and conditions of the tender notice.
- (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.

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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 there under. The place of Arbitration shall be at New Delhi and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at New Delhi 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. 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 located in New Delhi shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) 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

Signature of the Contractor(s) with seal

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422, Patparganj Industrial Area,

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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.

(v) 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.

(vi) DURING ARBITRATION

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

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.

Signature of the Contractor(s) with seal

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Date: 19.02.2020

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	Air condition Model/Brand	
8	Air Cooler Model/Brand	
9	Room Heater Model/Brand	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Contractor(s) with seal

BEML LIMITED
(A Government of India Undertaking)
422, Patparganj Industrial Area,
New Delhi-110092

Tender No.: D/BEML/MLS/CAPEX/19-20/6300031862

Date: 19.02.2020

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: _____

Signature of the Contractor(s) with seal

BEML LIMITED
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422, Patparganj Industrial Area,
New Delhi-110092

Tender No.: D/BEML/MLS/CAPEX/19-20/ 6300031862

Date: 19.02.2020

Annexure – ‘C’

UNDERTAKING

To:

AGM-Service,
422, Patparganj industrial Area,
New Delhi-110092

Dear Sir,

Having examined the Bid D/BEML/MLS/CAPEX/19-20/6300031862
Date: 19.02.2020 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: _____

Signature of the Contractor(s) with seal

BEML LIMITED
 (A Government of India Undertaking)
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 New Delhi-110092

Tender No.: D/BEML/MLS/CAPEX/19-20/ 6300031862

Date: 19.02.2020

Annexure – ‘D’

TECHNICAL SPECIFICATION FOR AIR CONDITIONER WITH STABILIZER

Sl. No.	Component	Required Specification	Bidder Offer
1	Brand	As per bidder	
2	Model	As per bidder	
3	Capacity	Split Type, 4 Star, 2 Ton, inverter, Copper Coil	
4	Payment Terms	Within 15 Days after receipt of material at BEML	
5	Warranty	Minimum One Year	

TECHNICAL SPECIFICATION FOR AIR COOLER

Sl. No.	Component	Required Specification	Bidder Offer
1	Brand	As per bidder	
2	Model	As per bidder	
3	Capacity	Desert Air Cooler, Honey comb Type cooling surface, More than 100 Ltrs Water capacity, Motor 500 Watt, Movable	
4	Payment Terms	Within 15 Days after receipt of material at BEML	
5	Warranty	Minimum One Year	

TECHNICAL SPECIFICATION FOR OIL TYPE ROOM HEATER

Sl. No.	Component	Required Specification	Bidder Offer
1	Brand	As per bidder	
2	Model	As per bidder	
3	Capacity	13 Fins, more than 2.5 KW, Oil Filled Radiator Room Heater	
4	Payment Terms	Within 15 Days after receipt of material at BEML	
5	Warranty	Minimum One Year	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Contractor(s) with seal

BEML LIMITED
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422, Patparganj Industrial Area,
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Tender No.: D/BEML/MLS/CAPEX/19-20/6300031862/

Date: 19.02.2020

Annexure – ‘E’

PRICE BID FOR SUPPLY OF FOLLOWING ELECTRICAL APPLIANCES
(To be submitted in separate envelope)

Sl. No.	Description	Qty.	Price (Rs.)	Extn. Price (Rs.)	Applicable GST(Rs.)	Total Price (Rs.)	
						In Numerical	In Words
1	Air conditioner with stabilizer as per the Specification specified in Annexure- D of tender documents	02 Nos					
2	Air Cooler as per the Specification specified in Annexure- D of tender documents	05 Nos					
3	Oil type room heater as per the Specification specified in Annexure- D of tender documents	05 Nos					

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Contractor(s) with seal