



## **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: 6300033256**

**Date: 03.07.2020**

### **TENDER DOCUMENTS**

**REQUEST FOR QUOTATION FOR**

**VIDEO CONFERENCING INFRASTRUCTURE PROJECT**

**LAST DATE FOR SUBMISSION OF THE BID IS ON 20.07.2020**

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



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

### 1. Introduction

#### General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore and Regional offices and District Offices across India.

### 2. Project Scope

The scope of this proposal is as follows:

Supply, Installation Commissioning & performance prove out of

- I. LED DISPLAY 66" – Qty : 4 Nos ( One Each at BEML Bangalore , KGF, Mysore, HQ respectively )
  - II. HD PROJECTOR – 4 Nos ( One Each at BEML Bangalore , BEML -KGF, BEML-Mysore, HQ respectively )
1. Firm has to mandatorily quote for all the 2 items in terms of Material cost & Service cost ( Installation & Commissioning ) as per the Tender documents
  2. Firm should ensure the technical Compatibility of all the Items with Existing Video Conference ( VC ) system Polycom Model no: Group 700 Type :P002 ( ie: Integration of TV / Projector / Audio System with Video Conference ( VC ) system )
  3. Firm should have supplied above All Items / Any one Item to any Government Organization / Institutions in the last 5 Years & Firm to submit PO documents of any one project executed in any Government Organization / Institutions in India since 01/01/2015 onwards along with Technical Tender
  4. Necessary Training should be provided to BEML identified users along with documentation.
  5. One year or more warranty for all Items & Services as per the scope of PO .

Three year Spares & Service support for the all Items from the date of completion of warranty.

#### Existing Infrastructure at Corporate Office and Manufacturing Locations

- A. BEML Soudha SR Nagar Bangalore
- B. BEML Truck Division , Mysore
- C. BEML EM Division KGF
- D. BEML Complex Rail Coach , Bangalore



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### 3. General Guidelines

#### Vendor Contact

Any **Technical queries** related to this RFP and Formal Quote should be addressed to

#### The Assistant Manager (Corporate Materials)

BEML LTD

BEML Soudha, 23/1, 4<sup>th</sup> Main

S R Nagar

Bangalore-560 027

Phone: 91-080-22963245

Fax: 91-080-22963279

Email: purchase@purchase.beml.co.in

### 4. 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)).

**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 or email to admin.srm@beml.co.in.

**The last date for submission of the bid is on or before 20.07.2020 @ 14.00hrs.**

This Tender consisting of three parts:

**Part A** – Pre-Qualification Bid i.e. Submission of EMD (In 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)**

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

EMD amount of Rs 51,000/-(Rupees fifty one 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 40,000/-.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

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

a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.51,000/-** (Rupees fifty oneThousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300033256 dated 03/07/2020, Closing date 20.07.2020 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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**Bid Guarantee Form:** an irrevocable Bank Guarantee from a scheduled commercial bank authorized by RBI to issue a Bank Guarantee in favor of the purchaser as per format in Annexure A having a validity period of bid validity + 60 days from the date of opening of tender.

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

Asst. 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.**

The bidders who have not submitted EMD (form of DD/online/EMD exemption certificate/bid guarantee) before the closing date and time of the tender, then their bid will be rejected straightaway.

Also bid submitted with EMD in the form other than Demand Draft/Bankers cheque will be rejected.

Note: Bidder shall ensure that their EMD (DD/EMD exemption certificate/Bid guarantee is to be dispatched well in advance so that it reaches above office before the time and date stipulated. Requests will not be entertained for late receipts.

Non compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid class 3 Organization digital signature with signing and encryption issued by authorized certifying authority to submit your bid in our srm e procurement system.

- 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.
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- c) EMD lesser than Rs. 51,000/- 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 and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e.20.07.2019 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

### **Forfeiture of Earnest Money Deposit:**

- a) Any bidder who withdraws offer/modifies within the bid validity period or before finalization of the tender
- b) If the successful bidder withdraws the offer after the tender is submitted/acceptance of the tender
- c) If any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of performance bank guarantee

**The bidder is requested to carefully go through the terms and conditions of tender before submitting the tender.**

### **PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)**

Please upload the documents in the system as part of **Technical Bid on SRM Platform**.

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid

Ref. No.	Particulars	Details to be uploaded by Service Provider
1	Brief Details about the Firm	Please upload filled-in format as per <b>Annexure - A</b> in collaboration folder

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2	The bidder should be either OEM or OEM authorized seller / Dealer in India (MAF). The Bidder must be in a position to provide support / maintenance / upgradation during the period specified.	The Bidder can upload a self declaration if they are OEM. In case OEM 's authorized seller/ Dealer is participating, the Authorization letter from OEM to be uploaded by mentioning the tender details exclusively to be scanned and uploaded on SRM Platform
3	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:  i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of  i. PAN Number ii. GST Registration details/ Certificate
4	Average annual financial turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year (i.e. 2017-18, 2018-19 and 2019-20) should be <b>Rs. 50.00 Lakhs</b>	2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover i.e profit & loss statement) for last three years shall be uploaded in the collaboration folder.  Note: In case, audited financial results of 2019-20 has not been declared by the bidder before closing date of tender, annual turnover for 2016-17 shall be considered (in lieu of 2019-20) for bid evaluation. to be scanned and uploaded on SRM Platform
5	Experience of having successfully completed similar works during last 5 years ( ie: On or after 01/01/2015 ) in Government Organization / Institutions in India	Documentary proof i.e. Purchase order / Work order / Completion certificate etc., clearly indicating the value of the order, date of start and date of completion shall be uploaded in the collaboration folder.

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<b>6</b>	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the <b>Annexure – B</b>
<b>7</b>	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the <b>Annexure - C</b>
<b>8</b>	The OEM's /Partner should be a company registered in India under the Companies Act 1956 or registered co-operative society or a partnership firm registered under India Partnership Act 1932.	To be scanned and uploaded on SRM Platform
<b>9</b>	Bidder should be a member of AVIXA. Membership certificate to be enclosed.	To be scanned and uploaded on SRM Platform
<b>10</b>	Acceptance to supply as per the technical specifications	Please upload filled-in format as per <b>Annexure - F</b> to be scanned and uploaded on SRM Platform.

**Note:**

(a) The Bidders do not fulfill any or all of the above technical parameters/ Conditions or incomplete shall be summarily rejected and will not qualify technically.

(b) To participate in this e- tender you should have Valid Class 3 digital signature.

(c) A Bidder can become partner (either as Authorised Partner/Alternate Partner) of only one OEM for this tender

(d) The OEM must have country wide infrastructure support in the form of direct/Authorised Partner/Franchise support centres' in at least the states/UTs where BEML units are located

(e) Even if OEM is directly bidding, they should authorise minimum two (more are preferred) partners to participate in the Bid as well.

(f) Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a "No Deviation Certificate"

g) All equipment supplied and installed at the stipulated locations shall be NEW and conforming to the technical specifications. The certificate of newness is to be furnished.

(h) All components supplied as part of PC will be from the same OEM.





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- (i) Partner of OEM/OEM for the Supply, Installation & maintenance Support of quoted product along with authorised partner agrees that they will supply, install and maintain the systems as per specifications (Annexure-D) mentioned in this tender.
- (j) This turnover refers to the company participating in this tender and not the composite turnover of its subsidiaries/sister concerns etc.,
- a) Documents Required
- i. An agreement– OEM /Partner undertaking duly signed by both OEM and Partner's representatives.
  - ii. The OEM must have country wide infrastructure support centres' in at least States/UTs where BEML units are present.
  - iii. The OEM's partner should have a valid:
    1. Copy of GST Number
    2. Income Tax/PAN Number

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.

### **PART C – Submission of Price Bid (Through e-mode on BEML SRM system)**

**Commercial Bid:** Should contain price details and other relevant Commercial issues.

Price bid to be submitted through E-mode as per the following format by clicking on item data tab in SRM.

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

Bidder has to quote basic price and GST etc. in the item data column. And applicable GST can be selected from the dropdown box. In case any applicable GST are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.

Commercial bid of only technically accepted offers will be opened subsequently.

**L1 will be arrived on the total packages of all the items.**



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### QUERY:

In case of any clarification are required for any topic related to the RFQ, the same may be submitted in writing via email to the designated point of contract through email address of DGM on or before 20.07.2020

#### Chief Information Officer

BEML Limited, BEMLSoudha,

23/1, 4<sup>th</sup> Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963190/ 267

E-mail id: [bv.girish.scm@beml.co.in](mailto:bv.girish.scm@beml.co.in)/[ravib@cto.beml.co.in](mailto:ravib@cto.beml.co.in) and copy to [office@cpc.beml.co.in](mailto:office@cpc.beml.co.in)

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications if any, in BEML Website and CPP portal

### 5. Terms and Conditions

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

Price should be quoted in Indian Rupees only

FAX/EMAIL quotations not accepted

Indicate all applicable taxes and duties separately

**Payment terms:** Payment will be made on 60<sup>th</sup> day duly certified by the User Department.

**Duration:** 45 days from the date of Purchase Order.

**Award of Contract:** the contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

**Performance Bank Guarantee:** The Successful bidder is required to submit Performance Bank Guarantee for 10% of the Purchase Order (PO) value drawn from Public Sector Bank Valid for a period of 6 months from the date of PO to be submitted within **30** days of placement of PO.

EMD will be returned after receipt of Performance Bank Guarantee.

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

Final acceptance certificate: on successful completion of the work as per the "Scope of Work" specified in this tender document, the bidder shall submit its application to BEML Limited for issue of Final Acceptance Certificate for the work carried out under this contract.

The complete work shall be subject to inspection by the technical committee consisting of expert members.

The performance of the system as a whole will be tested to be comply with the acceptable standards and norms as per the scope of project.

The bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by BEML Limited.

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On successful testing of the system the bidders will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the Bidder will be liable to make good the deficiency failing which the Final Acceptance Certificate will not be issued.

**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

**Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and encash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

**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 5% of the value of the delayed portion of the Purchase Order.

**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.

**Price variation clause:** the rates quoted by the bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reason what so ever.

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.

**Kindly Note:**

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

<b>6. General Terms and Conditions</b>
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(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

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

Courts at Bangalore 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 shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

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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 Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus 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 the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) **JURISDICTION:**

Courts at Bangalore 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:**

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Drawings, technical documents or other technical information received by one party 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.

(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

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## **BEML LIMITED**

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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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TENDER No: 6300033256

Date: 03.07.2020

Annexure - A

### DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-

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: 6300033256

Date: 03.07.2020

**Annexure - B**

### **Undertaking**

To:

The Assistant General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

- I. Having examined the Bid No. 6300033256 (Providing LED DISPLAY, HD PROJECTOR , AUDIO SYSTEM), 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: \_\_\_\_\_



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**TENDER No: 6300033256**

**Date: 03.07.2020**

**Annexure - C**

### **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: 6300033256

Date: 03.07.2020

Annexure - D

### POST BID CONFIRMATION

SI No	Description	Quantity	Price in Rs.	Tax %	Tax value in Rs.	Total in Rs.
1	Supply, Installation, Commissioning & performance prove out of LED DISPLAY 86" , HD PROJECTOR with one year Support warranty	1 activity				



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Date: 03.07.2020

Annexure - E

### FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....

Dated .....

Amount .....

Valid upto .....

Claim upto .....

The General Manager (...)

BEML Limited

.....

.....

.....

M/s .....(Name of the Firm) having their office at .....and its Registered office at .....( hereinafter called the Service Provider) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract-----

----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at ..... has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be

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conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 30 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before

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**xx/xx/xxxx(date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

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TENDER No: 6300033256

Date: 03.07.2020

Annexure - F

### FORMAT OF TECHNICAL SPECIFICATIONS

1. Display Trolley:		
Parameter	Description	Compliance
Suggested Screen Size	52"-110"	
Max. VESA	1000x400	
Rated Load	120kg	
Tilt	+5°~-10°	
Suggested Screen Size	52"-110"	
Max. VESA	1000x400	

2. <u>Projector</u>			
Sl. No	Description	Specification	Specification offered by the firm ( To be filled). Values to be indicated.
1	LCD Panel	Panel size: 15.0 mm (0.59 inches) diagonal (16:10 aspect ratio) Display method: Transparent LCD panel (× 3, R/G/B)	
2	Lens	Manual zoom (1.6×), manual focus F 1.60– 1.9, f 15.31– 24.64 mm	
3	Brightness	4,000 lm (LAMP POWER: NORMAL, Picture mode: Dynamic [input signals: PC], IRIS: Off, Daylight View: Off, Auto Power Save: Off)	

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4	Contrast*	20,000:1 (full on/off, LAMP POWER: NORMAL, Picture mode: Dynamic [input signals: PC], Iris: On, Daylight View: Off, Auto Power Save: Off)	
5	Resolution	1,280 × 800 pixels (Input signals that exceed this resolution will be converted to 1,280 × 800 pixels.)	
6	Terminals	HDMI 19-pin × 2 D-sub HD 15-pin (female) × 1 COMPUTER (RGB) 2IN/ 1OUT ; D-sub HD 15-pin (female) × 1 VIDEO IN; jack × 1, 1.0 Vp-p, 75 ohms AUDIO IN 1: M3 (L, R) × 1, 0.5 Vrms AUDIO IN 2: M3 (L, R) × 1, 0.5 Vrms AUDIO OUT: M3 (L, R) × 1 (monitor out: 0– 2.0 Vrms, variable) LAN: RJ-45 × 1, for network connection, 100Base-TX/10Base-T USB A: USB type-A (for the Memory Viewer/Wireless Module [WML100]) × 1 USB B: USB type-B (for the USB Display) × 1	
7	Keystone correction range	Vertical: ±35°, horizontal: ±35° (Vertical: ±30° [realtime keystone]) Curved Screen Correction Corner Keystone Correction	
8	Installation	Ceiling/desk, front/rear (menu selection)	
9	Lens	Manual zoom (1.6×), manual focus F 1.60– 1.9, f 15.31– 24.64 mm	

### 3. LEDDisplay:

Sl. No	Description	Specification	Specification offered by the firm (To be filled).
1	Diagonal Size	86" or better	
2	Panel Technology	IPS / VA	



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3	Native Resolution	3840 x 2160 or better	
4	Brightness	350 nits or better	
5	Contrast Ratio	500,000:1 or better	
6	Response Time	8ms or better	
7	Anti-Glare	Haze 3% or better	
8	Processor	Quad Core or better	
	Input	HDMI x 3 or more, DP x 1 or more, DVI-D x 1 or more	
	Audio	1 or more	
	External Control	RS232C, RJ45, IR Receiver	
	USB	USB 2.0 x 2 or more	
	Output	DP out, Audio	
	Speakers	Built In	
	Bezel Width	14.3mm or better	
	Panel Depth	61mm or better	
	Inbuilt SOC type display	Minimum Quad Core Processor and 8GB Storage	
	Operating System	Windows/webOS/Tizen	
	PCB Coating for Protection from dust, iron particals	Yes	
	Connect to network over wired and wireless	Yes	
	Display should work as an access point for minimum 10 displays	Yes	
	Multi-Screen Feature for multiple inputs	Yes	
	Turn ON and OFF display over network	Yes	
	OPS Compatibility	Yes	
	HDMI CEC supported	Yes	
	SNMP Protocol support	Yes	
	Adjust brightness automatically	Yes	

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	according to ambient light		
	Locally schedule and play images and videos	Yes	
	Power Supply	100-240V~ 50/60Hz	
	Power Type	Built-In Power	
	Power Consumption	250W or better	
	Safety	Yes	
	EMC	Yes	

### BILL OF MATERIAL(BOM)

Sr. No.	Description	Approved Make	Qty
<b>Video System</b>			
1	Projector	Panasonic/Christie/Barco	4
2	Ceiling Mount Kit	Custom	4
3	86" UHD Display	LG/Christie/Barco	4
4	Floor Trolley for 86" Display	Reputed make	4
<b>Installation &amp; Commissioning</b>			
1	Bulk Cables & Connectors to Complete the design	Reputed make	4
2	Installation	AVSI	4
<b>Total Project Cost</b>			



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**TENDER No: 63000xxxxx**

**Date: 03.07.2020**

**Annexure-‘G’**

**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.



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4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
  5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
  6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
  7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
  8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
  9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
  10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, **an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
  11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
  12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
  13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
  14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
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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.

**Place:**

**Date:**

Signature with date of Authorized signatory

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

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

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