



बीईएमएल लिमिटेड
BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
Regional office -35/1A, Taratala Road Kolkata – 700088
Phone : 033 24015287 FAX: 033 24015288.

निविदासं. / TENDER No: 6300033876

दि. Date: 19.08.2020

TENDER DOCUMENTS

**REQUEST FOR QUOTATION FOR AMC OF AIR CONDITIONERS FOR A PERIOD OF
TWO YEARS THROUGH e- MODE**

बीड प्रस्तुत करने की अंतिम तिथि दि. 02.09.2020 को 2.00 बजे से पहले है
Last date for submission of the bid is 02.09.2020 before 2.00 PM

BEML LIMITED
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Kolkata – 700088, WB



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परिचय Introduction

सामान्य जानकारी General Information

BEML LTD, incorporated in 1964, is a Mini-Ratna (Category-I) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products of core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace, BEML is a listed company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments – Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

BEML under its Defence segment offers High Mobility and Recovery vehicles, Bridge Systems, vehicles for Missile projects, Tank Transportation Trailers, Milrail Wagons, Mine Ploughs, Crash Fire Tenders, Aircraft Towing Tractors, Aircraft Weapon Loading Trolley etc,. Under Rail & Metro segment, BEML offers Passenger Vehicles, EMUs, Metro Cars, Maintenance & Utility Vehicles etc,. Under Mining and Construction segment, the company offers Bull Dozers, Excavators, Dumpers, Shovels, Loaders, Water Sprinklers, Motor Graders., Pipe Layers, Tyre Handlers, etc,.

The company has four manufacturing complexes located Bengaluru, KGF, Mysore and Palakkad and a subsidiary steel foundry functioning in Tarikere, Shimoga District. All the manufacturing divisions of BEML have been accredited with ISO 9001-2000 certification, BEML has its own world-class Composite R&D establishment for Design and Development of products. The company has nationwide Marketing Network and International Business Division.

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

Manager HR
BEML LIMITED.,
Regional office -35/1A, Taratala Road
Kolkata – 700088, India Phone : 033 – 24015287
Fax : 033 – 24015288, Email-mkc@rm.beml.co.in



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2. बीड प्रस्तुत करने की प्रक्रिया Bid Submission Process

आपको तीन भागों में बीड प्रस्तुत करनी होगी **पूर्व योग्यता बीड, तकनीकी बीड और वाणिज्यिक बीड**। बी ई एम एल बीड प्रस्तुत करने की समय सीमा से पहले किसी भी समय बीड दस्तावेजों में संशोधन कर सकता है। हालांकि इस तरह के संशोधन के मामले में बी ई एम एल के बीड जमा करने की तारीख को बढ़ाया जा सकता है। बीड प्रस्तुत करने से पहले किए गए संशोधन बीड दस्तावेजों के लिए कोरिजेंडम के रूप में प्रदान किए जाएंगे और बी ई एम एल वेबसाइट (http://www.bemlindia.com/tender_hq.php) पर पोस्ट किए जाएंगे।

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).

BEML LIMITED invites tender from Manufacturers / Dealers / Service providers per following details:

Description	AMC OF AIR CONDITIONERS FOR A PERIOD OF TWO YEARS
Quantity	36 Nos. (Locations details & Type of machine as per Annexure-F)
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening of tender.

Note: To participate in this e-tender you should have Valid Class **3 organizational** digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

The last date for submission of the bid is on or before 02.09.2020 @ 14.00hrs.

इस निविदा में तीन भाग हैं।

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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पार्ट ए - मैनुअल मोड के माध्यम से प्री-क्वालिफिकेशन बिड (ईएमडी का सबमिशन)।

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

1. बयाना राशि जमा (EMD):

Earnest Money Deposit (EMD):

EMD amount of Rs.3200/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ EMD Exemption (MSE's registered Firms are eligible for exemptions as applicable in MSME Act, in respect of EMD and cost of tender forms fee. Such Firms shall submit relevant documents in proof of MSE)

Online Payment of EMD amount can be made in our Bank account details below:

A/C no.- 00000010959186252

NAME: BHARAT EARTH MOVERS LTD.

BRANCH: TARATALA INDUSTRIAL ESTATE (07026)

IFS CODE: SBIN0007026

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.3200/-** (Rupees Three Thousand Two Hundred only) drawn in favor of BEML Ltd, Kolkata payable at Kolkata.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Online Payment receipt shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. & date, Closing date, i.e. 02.09.2020 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 **Upload** the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:



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बैंक का नाम BANK NAME	
शाखा का नाम BRANCH NAME	
शहर CITY	
आई एफ एस सी कोड IFSC CODE	
एकाउंट नं. ACCOUNT NO	
BENEFICIARY NAME	

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

Manager HR
BEML LIMITED.,
Regional office -35/1A, Taratala Road
Kolkata – 700088, India

Alternatively it can also be dropped in the Tender Box which is kept in the Room at the same address.

- 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.

ई एम डी के संबंध में सामान्य निर्देश :

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. 3200/- will not be accepted and the quotation is liable to be rejected.



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- 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 receipt is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate / MSME Certificate (firms claiming EMD exemption) / Online payment, etc to be submitted through courier/post in a sealed cover, superscribing 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 02.09.2020 @ 15.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

**भाग बी - बीईएमएल एस आर एम सिस्टम पर ई-मोड के माध्यम से तकनीकी
बीड प्रस्तुत करना**

PART B – Submission of Technical Bid Through e-mode on BEML SRM System

कृपया तकनीकी बीड के अनुसार सिस्टम में कोलेबोरेशन फ़ोल्डर में निम्नलिखित दस्तावेज अपलोड करें। कंपनी के सील के साथ हस्ताक्षरित निम्नलिखित दस्तावेजों को स्कैन करके कोलेबोरेशन फ़ोल्डर में अपलोड किया जाना चाहिए ।

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. Eligibility Conditions / Pre-qualifications requirements for Agencies as per Annexure 'D'
5. Scope of works as per Annexure 'E'
6. List of locations details as per Annexure 'F'
7. Special terms and conditions for GST as per Annexure 'G'



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8. Technical Compliance Sheet to be uploaded Annexure – 'H'

नोट Note:

1. ईएमडी (मूल डी डी/बेनकर चेक/ऑनलाइन भुगतान) मिलने के बाद ही टेक्निकल बीड खोली जाएगी ।

Technical bid will be opened first subject to receipt of EMD in the form of original DD/Banker Cheque /Online payment / Exemption Certificate for EMD.

2. बिक्रेताओं को यह सुनिश्चित करना है कि वे विभिन्न क्लोज के अंतर्गत ही मांगे गए मूल दस्तावेजों को जमा करें अन्यथा बीड रद्द कर दी जाएगी ।

The vendors must ensure that the documentary proofs to substantiate clauses above are **Uploaded**, without which the bid is liable to be rejected.

3. कृपया यह सुनिश्चित करें कि तकनीकी बीड में किसी भी मूल्य का विवरण अंकित न हो । तकनीकी बीड में (बी के अंतर्गत) मूल्य विवरण के साथ प्रस्तावों पर विचार नहीं किया जाएगा और उनके प्रस्ताव को अस्वीकार कर दिया जाएगा।
4. Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

PART C – Submission of Price Bid through e-mode on BEML SRM System

Commercial Bid:

Please submit your Price Bid as per Annexure I.

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



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3. नियम एवं शर्तें Terms and Conditions

1. The quotation should be complete in all respects and free from ambiguity.
2. Price should be quoted in Indian Rupees only
3. FAX/Email quotations are not accepted.
4. **भुगतान की शर्तें / Payment Terms** : AMC Charges will be paid on quarterly basis in arrears duly certified by HR / Dept. Head within 30 days of submission of invoice correct in all respect. TDS as applicable will be deducted and necessary deduction certificate will be issued by BEML Ltd.
5. **ऑफर की वैधता Validity of Offer**: The quoted price should be firm for a period of 90 days from the closing date of the tender.
6. **ईएमडी की वापसी Refund EMD**: EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the Final bid validity and latest on or before the 30th day after the award of the contract. Bid security of successful bidder will be converted as part of security deposits and the balance amount of security deposits will be met by the successful bidder.
7. **सिक्क्योरिटी डिपॉजिट / परफ़ोर्मेंस बैंक ग्रांटी - Security Deposit/ Performance Bank Guarantee**:

The Successful bidder is required to submit 10 % of Contract / PO value (excluding taxes) as interest free security deposit / Performance Guarantee within **30** days of placement of PO towards the performance of the contract. **Security deposit shall be refunded after the successful completion of AMC period.** Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an Acceptable form. **Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations & AMC.**

8. Any addition or deletion of Air Conditioners will be reviewed from time to time and amendments will be issued accordingly. Amendments for increase in quantity will be issued on pro rata basis.
9. The Annual Maintenance Contract is **for two years and extendable for a further period of two years**, at the same rate, terms and conditions, subject to mutual acceptance.
10. डिलिवरी की अवधि **Delivery Term**: F.O.R. BEML Limited, 35/1A Taratala , Kol-88, Transit House, 1st Floor, Flat No.1/1, Green Towers, Golf Green, Kolkata-700095.



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11. **प्रतिनियुक्ति देयता Deputation Liability:** BEML Ltd will not be responsible for any injury, damages etc, if caused to the service provider's assets or personnel while carrying out maintenance activity at BEML premises. The necessary compensation should be borne by the service provider directly.
12. Uptime to be maintained at 95% level. In case of default in service, penalty deduction will be made in the next payment equal to notional rental value of the affected equipment for the breakdown period.
A) Continuous breakdown at any site should not exceed 24 hours after reporting the same to service provider.
B) In case of complete breakdown of AC , service provider will be responsible for the suitable replacement / repair.
13. **रिस्क पर्चेज खंड Risk Purchase Clause:** In the event of Non performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery of EMD.
14. **क्षेत्राधिकार Jurisdiction:** No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.
15. **नॉन परफोर्मेंस खंड - 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.
16. **क्रेता का अधिकार - 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.
17. **समाप्ति - 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.
18. BEML Ltd need not necessarily accepted the lowest offer.
19. **बिजनेस शेयर और वरीयता - Business Share & Preference** BEML Ltd intends to consider 100% share on technically suitable & commercially most competitive supplier. Preference will be given to bidders bidding for all designated location and at the same time remain most competitive.



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20. **लेबलिंग / अंकन - Labeling / Marking:** The Service Provider, in consultation with concerned authorities shall ensure that all the equipments under AMC are labeled for easy identification.

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

कृपया ध्यान दे - Kindly Note:

- a) If GST is not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of GST.
- b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry



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04. सामान्य नियम एवं शर्तें - General Terms and Conditions

(i) **आर्बिट्रेशन - ARBITRATION :**

सार्वजनिक क्षेत्र के उपक्रमों हेतु - 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.

सार्वजनिक क्षेत्र के उपक्रमों के अलावा अन्य फर्मों हेतु - 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



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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) आवेदन की विधि और न्यायिक संहिता - 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) बौद्धिक संपदा का अधिकार; लाइसेंस - INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly 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) रिश्वत एवं उपहार - 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



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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) **क्षेत्राधिकार - 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) **चित्र एवं दस्तावेज - DRAWINGS AND DOCUMENTS:**

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) **गैर-अस्वीकृति एवं सूचना के संबंध में - 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) **आर्बिट्रेशन के दौरान - DURING ARBITRATION**

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

(x) **प्रगति रिपोर्ट - PROGRESS REPORT:**



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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) अनुबंध वार्ताओं: आपूर्ति के क्षेत्र में वृद्धि या निर्णय :

CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

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

(xii) **निरर्थकों का गैर-वाइवर 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) **अधिकार और दायित्व का समर्थन; 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) **अनुबंधों के निष्पादन में एकता - 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.

ठेकेदार द्वारा प्रतिबद्धता - 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



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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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अनुलग्नक Annexure –'A'

आपकी कंपनी (यानी कंपनी प्रोफाइल) के संबंध में सामान्य डाटा ।
General Data in respect of your Company (i.e company profile).

Sl. No.	विवरण Description	दस्तावेजों को भरा जाना है और / या दस्तावेजों को अपलोड किया जाना है । To be Filled and/ or documents to be uploaded
1	बिडर्स का नाम Name of Bidder	
2	कंपनी का पता Company Address टेलीफोन नं. Telephone no: संपर्क व्यक्ति का मोबाइल नं Contact Person Mobile No. ई मेल आई डी e-mail ID.	
3	बैंक खाता नंबर, बैंकर का नाम, पता और संपर्क नंबर Bank account numbers with Banker's Name, Address & Contact Number:	बैंक एकाउंट सं. Bank account number :- बैंक का नाम Bank Name :- पता Address :- आई एफ एस सी कोड IFSC code:
4	पैन नं. PAN Number	
5	जी एस टी नं. GST Number	
6	व्यापार और व्यवसाय के बेग्राउंड का विवरण Description of Business & Business background	

मैं / हम इसके द्वारा प्रमाणित करते हैं कि ऊपर दी गई सभी जानकारी तथ्यात्मक है।

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

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

पदनाम Designation: _____

मुहर Firm's Seal: _____



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अनुलग्नक Annexure - B

उपक्रम

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.

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

पदनाम Designation: _____

फार्म की सील Firm's Seal: _____



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अनुलग्नक Annexure - C

उपक्रम
Undertaking

To:
The Regional Manager,
RO Kolkata,
M/s. BEML LTD
Kolkata -88, WB

Dear Sir,

Having examined the Bid Invitation No. _____, **Dated:** _____
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.

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

पदनाम Designation: _____

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अनुलग्नक Annexure – D
Eligibility Conditions / Pre-qualifications requirements for Agencies

Officers shall be considered only from experienced and technically competent agencies who meet the following eligibility requirements: -

Sl.	Criteria	Minimum requirement	Documents required in support
01)	Experience	Bidder should be in business of AMC of Air Conditioner for atleast 07 years in PSU/Govt or Major Corporate/ Private companies.	Copy of PO of Last 7 years to be uploaded .
02)	No. of organization served	Minimum client base 7 OR plus. Atleast three (PSU/Govt or Major Corporate/ Private companies.)	Copy of letter of empanelment / rate contract / work order received from PSUs / Govt. / or Major Corporate / Private companies to this effect for Last 7 years to be Uploaded .
03)	Possess a full-fledged office / Shop/ Service Center with adequate manpower	Office within 30 Km radius from Taratala	Latest copies of address proof of either one of the following: - Valid Registration with local tax authorities or latest electricity bills, latest telephone bills in the name of bidder / bidding firm or any other valid document to ascertain the proof of office / Shop/ Service Center location to be uploaded .
04)	Annual Turnover	Average Annual turnover of last three financial years (i.e, FY, 2016-17 and 2017-18 & 2018-19) should be a minimum Rs.5 Lakhs or more.	Certified true copy of Audited Balance, Profit & Loss Account and Income Tax Returns (as applicable in the individual bidder's case) duly vetted by CA should be Uploaded along with above, the following documents are also required to be uploaded : Copy of PAN Card Copy of proof of registration for various taxes as many be applicable in the individual bidder's case.

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अनुलग्नक Annexure – E

Scope of Work

Annual maintenance contract of Air Conditioners at BEML Regional office -35/1A, Taratala Road Kolkata – 700088, Transit House at Golf Green, Green Towers, Kolkata-700095 as per below details:

1. Parts/Spares covered under AMC: All the parts/spares and assemblies like compressors, electronic components of Air Conditioners and its connected units are covered under the AMC.
2. Replacement of Spares: During the Comprehensive Maintenance Contract period the service provider shall replace defective parts with Genuine OEM parts only. In the event of non availability of OEM parts with the same capacity due to obsolescence, OEM parts with higher specification are to be replaced against certification of user & Dept. Head, covering all parts of / assembly of Air Conditioners like, Compressors, Electronic components etc.
3. The defective parts sent/received from BEML/Service provider for servicing to AMC provider's workshop shall follow the rules agreed under the SL no. 5. According to Ministry of Defence guide lines the defective Compressors shall not be returned to the service provider after replacing with a working Compressors and it will be retained by BEML.
4. Change in Scope/Number of Air Conditioners: If the number of Air Conditioners under the existing AMC contract undergoes a change due to replacement of existing equipments with the new ones covered under supplier's warranty or due to shifting , transfer or not is use any more or any other reason , the AMC service provider shall agree for reduction (revision) of the number of equipments and accordingly the price is applicable on pro-rata basis. Any addition of Air Conditioners in the middle of the contract, the vendor shall agree to accept an amendment to the PO with the same terms and conditions of the PO.
5. Material movement: The service provider shall follow the rules laid by BEML LTD for movement of material/spares in co-ordination with the end users under the guidance of HR department of the divisions.
6. The Air conditioners should be serviced once in three months during the contracts period. One of these services should be rendered positively before the onset of summer to ensure trouble free working during summer.



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7. The next service should be rendered in the quarter after the summer season. Contractor should also attend to any number of breakdown calls immediately, in addition to regular servicing.
8. If the equipment is not put back in working condition within 24 hours of registering of the complaint then BEML reserves the right to get the equipment rectified from other agency and deduct the charges from the bills of the contractor.
9. The compressor should be checked for its proper functioning and if any defects found, the same should be rectified immediately. The defective spares if any, should be replaced along with consumable like oil, whenever necessary free of cost.
10. The entire system should be checked for any leakages and attended to if necessary.
11. Safety controls such as pressure cutouts should be tested for proper functioning and in case of any malfunctioning they shall be either repaired or replaced with new parts.
12. Air filters in the split air conditioners should be inspected and cleaned or replaced with new Air Filters.
13. Cooling coil should be inspected and cleaned if necessary.
14. The blower motors should be checked and any defects noticed should be attended to immediately.
15. Any defect in the electrical items and control wiring in the split air conditioners should be attended immediately.
16. Refrigerant gas should be filled as and when necessary.
17. This contract also covers repair / replacement of evaporator / condenser / compressor, if found defective.
18. Any Vendor who wants to inspect the Air conditioners, may do it before tender submission date. After Tender submission date no inspection will be allowed and Successful vendor has to take up AMC on 'As is where is Basis' of all Airconditioners.

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नाम Name: _____

पदनाम Designation: _____

फर्म की सील Firm's Seal: _____

अनुलग्नक Annexure – F

स्थान का विवरण
Location Details

(सारांश Summary)

LIST OF AIR CONDITIONERS UNDER M&C			
No	Location	Department	Qty (D1)
1	(Address-35/1A TARATALA OFFICE)	AC Machine at RO-Kolkata	26 Nos. (SPLIT-12 WINDOW-14)
LIST OF AIR CONDITIONERS UNDER M&C			
No	Location	Department	Qty (D2)
2	(Address-1st Floor,Flat No.1/1,Green Towers,Golf Green)	AC Machine at Transit House, Golf Green	10 Nos. (SPLIT-7 WINDOW-3)



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अनुलग्नक Annexure – G

Special Conditions arising out of implementation of GST
(Which is to be signed and [Uploaded](#) 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.

Cont'd2



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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.

Cont'd3



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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.

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

पदनाम Designation: _____

फर्म की सील Firm's Seal: _____



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अनुलग्नक Annexure-'H'

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 Annexure-A .	
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 Annexure-B certified by the authorized signatory of the bid to be Uploaded .	
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 Annexure-C certified by the authorized signatory of the bid to be Uploaded in the collaboration	
D	Eligibility Conditions / Pre-qualifications requirements for Agencies	As per Annexure-D to be signed and Uploaded	
E	Scope of works	As per Annexure-E to be signed and Uploaded .	
F	List of location details	As per Annexure-F to be signed and Uploaded	
G	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-G to be signed and Uploaded	
H	TECHNICAL COMPLIANCE SHEET AS PART OF THE TECHNICAL BID	As per Annexure-H to be signed and Uploaded	
	NIT Document	Entire pages of NIT signed on all pages	

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

पदनाम Designation: _____



बीईएमएल लिमिटेड
BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
Regional office -35/1A, Taratala Road Kolkata – 700088
Phone : 033 24015287 FAX: 033 24015288.

निविदासं. / TENDER No: 6300033876

दि. Date: 19.08.2020

फर्म की सील Firm's Seal: _____

अनुलग्नक Annexure – I

PRICE BID FORMAT

Sl. No.	Description	Amount in INR
1	Unit AMC charges as per Scope of work & Annexure F (List D1)- For 2 Years	
2	GST (__%) for unit D1	
3	Unit AMC charges as per Scope of work & Annexure F (List D2)- For 2 Years	
4	GST (__%) (for unit D2)	

L-1 Bidder will be determined on the basis of Total cost of AMC charges for 36 nos. AC. including GST.

(No price should be mentioned here. All price has to be filled in item DATA tab in SRM platform. The tender will be rejected if found any price details mentioned in technical bid documents.)

प्राधिकृत हस्ताक्षरकर्ता की तारीख के साथ हस्ताक्षर
Signature with date of Authorized signatory

नाम Name: _____

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बिड से संबंधित 2 साल के एसी के एएमसी लिए आवश्यक घटनाओं, प्रक्रिया और दस्तावेज की अनुसूची
Schedule of Events , Procedure & Document required for Bid pertaining 2 Year AMC of AC

SL NO	Bid Stage	Envelop/ Online	Document to be submitted	Last date of Submission	Date of Opening	mode	Address to	Remarks
1	Pre-qualification BID	Envelop	Physical EMD in form of Demand Draft /Banker's cheque/Online payment receipt	02.09.2020@ 14.00 Hrs	02.09.2020 @ 14.00 Hrs	Manual	To The Manager(HR) BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for all bidders
2	Technical BID	ONLINE	Duly signed & sealed NIT Page no.1 to along with all supporting documents as per NIT	02.09.2020@ 14.00 Hrs	18/6/2020 @ 15.00 Hrs	ONLINE	To The Manager(HR) BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for only pre-qualified bidders
3	Price Bid	ONLINE		NA	After technical qualification processed	ONLINE	To The Manager(HR) BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for only technically qualified bidders