



BEML LIMITED
(A Government of India Undertaking)
“BEML SOUDHA”,
No: 23/1, 4th Main, S.R. Nagar,
BANGALORE – 560 027

TENDER No: 6300034678

Date: 22.10.2020

TENDER DOCUMENTS

**REQUEST FOR QUOTATION FOR INTERIOR DESIGN CONSULTANCY SERVICES
FOR RENOVATION OF BEML RESIDENTIAL FLAT N.904, 9th FLOOR, ASHADEEP
APRARTMENT, HAILEY ROAD, NEW DELHI.**

Last date for submission of the bid is 12/11/2020 before 2.00 PM

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



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Note:

1. The bidders shall download the complete set of tender documents. The tender documents from Serial Page No: 01 to 27 shall be duly filled, signed along with the company seal, scanned and upload the requisite documents as per the technical bid in ‘C-Folder Technical Attachments’ in the SRM system.
2. Commercial bid shall be submitted on BEML SRM platform.
3. The Commercial bids of technically qualified bidders shall be considered for opening.



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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.

2. Bid Submission Process

You are required to submit bid in two parts viz. **Pre-Qualification bid and Technical 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).

The objective of this RFP is that all firms/agencies has to submit the Technical Bids first, later only those firms/agencies who qualify Technically after evaluation, will be allowed to participate in the Reverse Auction as per terms & conditions of RFP.

Sl. No.	Description
1.	Interior Design Consultancy Services for renovation of BEML Residential Flat No.904, 9 th Floor,, Ashadeep Apartment, Hailey Road, New Delhi.
2.	Validity of tender : 90 days

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.

The last date for submission of the bid is on or before 12.11.2020 @ 14.00hrs.

This Tender consisting of three parts:

Part A – Pre-Qualification Bid (Submission of EMD (Earnest Money Deposit in manual mode).

Part B – Technical Bid (Submission of Technical Bid through e-mode on BEML SRM system)

Part C – Commercial Bid (Submission of Commercial Bid through e-mode on BEML SRM System)



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INVITATION FOR TENDER

Sub: Tender for ‘Interior Design Consultancy Services for Renovation of BEML Residential Flat at 9th floor, Ashadeep Apartment, Hailey Road, New Delhi’.

INTRODUCTION:

BEML intends to carry out the face lifting work of Residential Flat having area 1850 sft approx. by Carrying out Renovation of toilets, flooring, doors and windows, Modular Kitchen, VIP Lounge, Office area, false ceiling, electrical and networking, AC’s, new partitions, etc at 9th floor, Ashadeep Apartment, Hailey Road, New Delhi.

2. BEML Limited invites tenders for the subject work in Two bid system (‘A’-Technical bid & Part ‘B’-Commercial bid) through e- Tendering mode i.e. BEML SRM platform.

3. Earnest Money Deposit (EMD):

a) EMD amount of **Rs. 5000/- (Rupees Five Thousand Only)** can be paid online or can be submitted in the form of Account Payee Demand Draft / Banker’s Cheque. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

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 5000 /- (Rupees Five Thousand Only).

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

OR

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

b) EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 5000 /-** (Rupees Five Thousand Only) drawn in favor of BEML Limited, Bangalore payable at Bangalore.

c) 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. 6300034678** dated **22.10.2020**, Closing date **12.11.2020** Time **14:00 Hrs.** at the top of the envelope.



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Please attach the details duly filled-up for refund of EMD amount (for bidders who do not qualify in the Technical Bid) in the following format along with the DD / Banker’s Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
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.

General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027

Alternatively, it can also be dropped in the Tender Box kept at Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

d) The bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidders shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate 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. 5000/-(Rupees Five Thousand Only) will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidders will be returned.



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- e) EMD does not carry any interest on return.
- f) Pre-qualification and technical bids shall be opened **on closing date i.e. 12.11.2020 @ 15.00hrs**
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

Bidders shall ensure that, the Demand Draft/Bankers Pay Order towards EMD in original shall reach the above said office on or before the closing time of the tender.

Offers without EMD or EMD in the form other than the one specified or EMD with lesser amount shall not be considered and tenders will be rejected. No Interest would be paid on the Earnest Money Deposit.

4. **Completion Period:** The period allowed for execution of the work is till completion of project in all respects and details as per the Clause 12 (Scope, time and payment schedule) of Terms and Conditions from the date to be mentioned in the work order to be placed on the successful bidder.

5. The intended bidders willing to participate in the tender may contact through **e-mail: admin.srm@beml.co.in** to obtain the user name and password for submitting the bids. The bidders have to submit their quotation ON LINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension etc., if any to the tender will be hosted on BEML website **www.bemlindia.com** only. Bidders shall regularly visit BEML’s website to keep themselves updated. No separate advertisement shall be published in the newspaper in this regard.

6. Any queries/clarification / information / details regarding tender enquiry to be communicated only through email Id: gmc@beml.co.in and queries/clarification/information/details will be accepted up to one week prior to the closing date of the tender.
Phone No: 080-22963179

7. Any queries related to submission of quotation may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at **Phone No.080-22963269, 22963141.**

8. **DIGITAL SIGNATURE:** To participate in this e-tender, the bidders shall have a valid class III Digital Signature issued by Authorized Certifying Authority to submit bid in our SRM e-procurement system.

9. The company does not bind itself to accept the lowest or any other tender.

10. The tender shall remain open for acceptance for a period of **90 days** from the date of opening of tenders.



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11. The intended bidders may visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.
 12. The successful bidder is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.
 13. The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.
 14. In case, the Successful consultant/firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.
 15. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from Competent Authority.
- Note:** Bidders shall ensure that their EMD (DD/EMD Exemption certificate) is dispatched well in advance so that it reaches this office before the time and dates stipulated. Request will not be entertained for late receipt.
16. Conditional tenders are liable to be rejected.



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Mode of submission and Documents

Sl. No.	Nature of Bid	Mode of submission	Documents required to be submitted by the bidder
A	Technical Bid	1) Through e-mode / BEML SRM Platform wherein Tenderers/bidders to submit their technical bids will be opened on closing date 12/11/2020 at 15:00 Hrs. in presence of the bidders, who wish to be present at the above venue.	1. Documents to be uploaded by bidders in BEML SRM Platform as per ELIGIBILITY CRITERIA 2. The duly filled format of ‘Tender Conditions Acceptance Letter’ having accepting the tender documents and all the conditions. (Serial Page No:11) shall be downloaded signed with company seal and uploaded along with the technical bid
B	Commercial Bid	1) Through e-mode / BEML SRM Platform. 2) The commercial bids of only the shortlisted / qualified bidders will be opened.	Commercial bid shall be submitted on BEML SRM platform.

ELIGIBILITY CRITERIA OF TECHNICAL BID

In the Technical Bid, the bidders have to furnish the following details / documents with regard to their experience etc:

CREDENTIALS i.e., EXPERIENCE / FINANCIAL STATUS ETC.

1. Intending bidders who meets the following eligibility criteria may quote for the tender.
2. **Financial Position:** Average Annual financial turnover during the last Three (03) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost. (i.e. Rs. 75,000/-).
3. **Experience:** Experience of having successfully completed similar works (**Architecture/Interior Design Consultancy**) during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:



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- (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. (i.e. Rs. 1,00,000/-)

Or

- (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (i.e. Rs 1,25,000/-)

Or

- (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (i.e. Rs. 2,00,000/-)

NOTE: Copies of the work order and completion certificate issued by respective clients shall be scanned and uploaded along with the technical bid. If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate.

4. Description of Work: ‘Interior Design Consultancy Services for Renovation of BEML Residential Flat at 9th floor, Ashadeep Apartment, Hailey Road, New Delhi’.

REQUIREMENTS OF TECHNICAL BID

5. **Details of Average Annual financial turnover during the last three (3) years, ending 31st March of the previous financial year.**

Financial Year	2017-18	2018-29	2019-20
Annual turnover (Rs in Lakhs)			
Profit / Loss (Rs in Lakhs)			

NOTE: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and uploaded along with the technical bid.

6. **Details of having successfully completed similar works (Architecture/Interior Design Consultancy) during last Seven (07) years ending last day of month previous to the one in which applications are invited from any Government/Public Sector Undertakings/Large Private Organizations with Certificates.**



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Sl. No.	Name & Address of Client	Value of work & W.O. No.	Stipulated date of start	Stipulated date of completion	Actual date of completion	Completed value of work

NOTE: Copies of the work order and completion certificate issued by respective clients shall be scanned and uploaded along with the technical bid. If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate.

7. Registered Member of Council of Architecture
(A valid registration Certificate to be uploaded and original to be produced on request – please refer clause 01 and 02 of Terms and Condition)

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8. **The bidders are required to mention and submit copies of the following:**

(i)	Please quote your PAN/GIR No. (Registration Certificate of PAN/GIR issued by the IT Authorities shall be scanned and uploaded along with the technical bid)	
(ii)	Please quote your GST No. (Registration Certificate issued by the GST Authorities shall be scanned and uploaded along with the technical bid)	
(iii)	Please quote your Bank Account No. for Bill Payment including Bank Code for ECS (Copy of Cheque leaf shall be scanned and uploaded along with the technical bid)	
a)	Name of the Bank	



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b)	Type of Account (Current or Saving Account)	
c)	Branch, Place	
d)	IFSC Code No.	
e)	MICR No.	
(iv)	EMD Details : Amount, DD No. & Date	

10. The commercial bids of the bidders who have submitted the satisfactory documentary evidence for the above requirements shall be opened. The commercial bids of other tenderer i.e., who does not qualify in the Technical requirements will not be opened and EMD shall be refunded.

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on the Firm’s Company letter head and to be uploaded along with technical bid)

To,
M/s. BEML Ltd,
BEML Soudha,
S.R. Nagar,
Bangalore-560027.

Dear Sir,

Sub: Acceptance of terms and conditions of the tender

Tender Reference No. xxxx-

I/We have downloaded / obtained the tender documents for the above mentioned “Tender/Work from the website(s) namely “Interior Design Consultancy Services for Renovation of BEML Residential Flat at 9th floor, Ashadeep Apartment, Hailey Road, New Delhi”.

As per your advertisement given in the above-mentioned website(s).

2. I/ We hereby certify that I/We have read entire terms and conditions of the tender documents from the page No.01 to 18 Which form the part of Contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum issued from time to time by your department/organization to have also been taken into consideration while submitting this acceptance letter.

4. I/We hereby unconditionally accept that the tender conditions of the above-mentioned tender documents / corrigendum in its totality/entirety.

5. In case any provision of this tender is found violated, your department / organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money



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Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Date:

Signature of the Successful consultant

Name _____

Address _____

Phone No. _____

TERMS AND CONIDITIONS

1. The individual applicant should be of an Architect/Planner/ Architectural Successful consultant and should have been registered with Council of Architects of India.
2. If the Applicant is an Architectural/Planner of Proprietary or Partnership Firm/ Company /Engineering consultancy firm, it should have been registered in India and the lead Architect/Planner/ Architectural Successful consultant should have been registered with Council of Architects of India.
3. If the Applicant is a Joint Venture with foreign successful consultant(s)/Firm(s)/Company(is) the lead Partner/Firm/Company should be of Architectural/planner/ designer successful consultant /firm company registered in India and the credentials and experience of the lead Architect / Planner/ designer successful consultant/firm/ company / registered in India alone will be considered for the purpose of Evaluation of their Technical Bid.
4. The intending bidder must read the terms and conditions of the tender document carefully. The intending bidder should submit his/their bid only if she/he/they consider(s) himself/themselves eligible and she/he/they is/are in possession of all the documents required.
5. The intending bidders in their own interest are advised to submit online/offline their bid well in advance and avoid last minute rush in submission of their bid. BEML Limited will not be responsible for non-receipt of submission of bid whatsoever the reason may be.
6. All plans /schematic designs, specifications, drawings etc., shall conform to the various IS code, norms, local bodies/ panchayat acts wherever applicable.
7. The successful consultant shall make weekly progress report on each of the activity running and indicate the % of work completed and submit the same to BEML Ltd.,



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8. All working drawings submitted should indicate with certification, as “PASSED FOR EXECUTION”
9. The successful consultant shall inspect the work at site till the completion of the project and render any technical advice to execute the work and attend the coordination meeting whenever called for.
10. The successful consultant shall prepare all Good construction drawings in 3 sets prints & with original in CD’s (CAD and Pdf formats) within the schedule time.
11. The successful consultant shall submit requisite number of tender documents, like Drawings, Technical specification, Particulars of specification, General terms & conditions & other necessary information for the tenderer as per the schedule.

12. SCOPE, TIME AND PAYMENT SCHEDULES:

The schedule of payment of fee to Successful consultant shall be as follows: -

Sl No	Description	Time Schedule	Payment Schedule
1	The consultant shall submit 03(three) different Optional layout plans in 2D, for discussion & approvals from BEML.	07 Days from the Schedule date of commencement of work.	40% of the quoted amount shall be paid after completion of job.
2	On approval of one layout plan BEML, 3D walkthrough presentation shall be made for BEML approval/inputs. 3D walkthrough shall be developed by using software’s 3DsMax/Revit. The walkthrough presentation shall cover complete area of flat & shall have complete detailing of interiors (considering available material, shades and color) viz., entrance, name board. doors and windows, painting, flooring and bathroom tiles, false ceiling, modular kitchen, wall paneling, window curtains, Electrical fittings switches and fixtures, AC’s, plumbing fittings, partitions, wardrobes /cabinets, furniture, soft furnishing etc.,	15 Days from finalization of one layout plan with modifications, if any from BEML.	
3	The consultant shall submit final 3D walkthrough presentation after incorporating changes suggested by BEML along with required	07 days from finalization of 3D walkthrough presentation with	30% of the quoted amount shall be paid after completion of job.

	number of 3D views having complete detailing by using software’s 3DsMax/Revit along with complete set of Good for Execution drawings / plans / sections / elevations of civil, interior, electrical, plumbing etc, Cost estimate & BOQ with complete specification, for taking tendering action by BEML.	modifications, if any by BEML.	
4	The Consultant or his Authorized Engineer shall visit the during execution weekly thrice or as and when required by BEML for monitoring the progress and quality of work, and submit weekly progress report to BEML using PERT chart showing activities. Also, the consultant shall carry out joint measurements with the executing contractor, verify, certify the quality and quantities or any other relevant documents essential for RAR bills and final bill claimed by the contractor before those bills are submitted to BEML Limited. Submission of complete set of ‘As Built Drawings’, pertaining to Civil, Interiors, Electrical and allied services	Till completion of execution work in all respects	a) 15% of the quoted amount shall be paid on 50% completion of execution work at site. b) Balance 15% of the quoted amount shall be paid after completion of execution work at site in all respects and final billing

13. SERVICES RENDERED IN PART: -

If for any reasons, the contract for consultancy is terminated by M/s BEML, for the services rendered in part by the Successful consultant in respect of work postponed, cancelled or abandoned the remuneration payable to the Successful consultant shall be only in proportion to the services rendered by them till that date. The successful consultant shall fulfill all statutory provisions as applicable.

14. PERIOD OF CONTRACT

The period for the completion of the consultancy services starts from the date of issue of work order. Successful consultant to complete activities as listed for Design & Engineering services within stipulated time. On finalization / award of Construction Contract by BEML, The successful consultant shall inspect the work at site till the



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completion of the project and render any technical advice to execute the work (minimum three days in a week) and attend the coordination meeting whenever called for.

15. PAYMENT OF TAXES ETC

The Successful consultant shall themselves be liable to pay income tax. If the Law governing the rules so require, deduction of income tax shall be made at source from payable by BEML to the successful consultant.

16. SECURITY DEPOSIT

The successful consultant **within 07 days** of receipt of work order will have to pay a security deposit equivalent to 10% of the work order value for consultancy work after adjusting the EMD paid by them.

The option for payment of Security Deposit is as under.

- a) The successful consultant shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's pay order drawn or certificate of deposit with any one of the scheduled Banks made in favor of company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the successful consultant.
- b) Bank Guarantee from any Scheduled Bank equivalent to the amount of Security Deposit valid for a period required by BEML Limited will also be acceptable in lieu of Cash Security Deposit.
- c) The security Deposit amount may be deducted from the running bills of the Successful consultant at the rate of 10% or higher of the gross value of each bill. However, the entire Security Deposit amount will be withheld before completion of 90% of work.

Security Deposit shall be returned after successful completion of consultancy services and issue of completion certificate to the contractor by BEML.

17. RESPONSIBILITY OF SUCCESSFUL CONSULTANT: -

- a) The successful consultant shall ensure that the work is to be carried out as per the contract is of good quality & all work by him or his representatives is performed
 - (i) With due diligence & efficiency
 - (ii) In accordance with standard codes & sound principles of design and engineering practices in the industry.
 - (iii) Strictly as per the agreed schedule.



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- b) In the events of the Successful consultant failing to perform their duties or obligations, in any manner in time and satisfactorily, they shall compensate BEML for any loss or damage for expenses that the company may incur on account of such non-fulfillment or by any reason of any defect or inadequacy of designs, drawings, specifications, instructions on part of the successful consultants.
- c) If the successful consultant commits any breach of any terms of this contract BEML shall also be entitled to terminate the contract.
- d) The successful consultant shall further keep BEML indemnified and harmless against any claims OR liabilities arising out of eventualities in connection with the workmen OR any member engaged by OR under the control of successful consultant. BEML shall have no liability under the workmen compensation act OR any other provision of law/ statutory OR otherwise. However, any expenditure incurred by BEML in this connection shall be fully reimbursed by the successful consultant.
- e) The Successful consultant shall certify the quality of the work executed by the firm / contractor.
- f) The BEML reserves the right to modify the scope of work at any stage, without assigning any reason. No claim on this account will be entertained.

18. PENALTY FOR DELAY

Time is the essence of the contract. For the delays against time frame specified each of the activity in tender, the successful consultant shall have to pay liquidated damages of 0.5% of the part fees payable as per contract for every part week's delay subject to a maximum of 10 % of the part fees of that delayed activity.

19. CONTRACT AGREEMENT: -

The successful consultant is required to execute a contract agreement on stamp paper with BEML on award of contract for consultancy services, within seven days of issue of the work order. Agreement is enclosed with tender document.

20. DISPUTE RESOLUTION AND JURISDICTION:

- a. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.



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- b. The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract
- c. In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.
- d. In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the Successful consultant / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders’ dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders’ dues and completion of projects of BEML, may be allowed to be used by the Successful consultant / concessionaire with the prior approval of the lead banker and BEML.
- e. In case the subsequent court order required refund of the money paid by BEML to the Successful consultant / concessionaire against Bank Guarantee, the amount shall be refunded by the Successful consultant / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

21. JURISDICTIONS:

All disputes and differences between the parties in regard to this agreement or breach thereof shall be deemed to have arisen only at New Delhi and only the court of New Delhi shall have the jurisdiction to decide the same.

22. NON-ASSIGNMENT:

The work assigned to the successful consultant shall not be sub-let without explicit approval of the concerned authority of BEML.



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23. TERMINATION OF THE AGREEMENT: -

It shall be open to the Employers to terminate this agreement forthwith by notice in writing in the event of any misfeasance OR breach by successful consultant of all OR any of the terms of this agreement OR in case of any change in the constitution of the firm. Successful consultant shall not in the event of such termination, being due to their breach of misfeasance, be entitled to any compensation OR damage against the employers on the other hand to the employers will have the right to recover from the Architects/ Successful consultant the extra cost incurred in getting the work completed by any other party. In the event of termination, the employer will be free to carry on and execute construction activities in accordance with successful consultant's drawings after making additions, alterations thereto as may be necessary.

24. INSURANCE

From the effective date of contract & for the duration of contract, the successful consultant shall take a policy covering workmen's compensation and group personnel accident for the successful consultant's staff. The successful consultant shall be responsible for payment of insurance premium against this policy & also follow up the claims that may arise out of or in connection with the same.

25. GENERALS: -

In the event of any difference of opinion arising during the course of execution of the work, between the Architect/ successful consultant and BEML, on matter relating to the specification, interpretation of drawings resulting in deviation in work to suit technical requirement etc., the decision of the Head of BEML Delhi office shall be final & binding.



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COMMERCIAL BID

SI No	Description	Unit	Amount (Rs)
1	The consultant shall submit 03(three) different Optional layout plans in 2D, for discussion & approvals from BEML.		
2	On approval of one layout plan BEML, 3D walkthrough presentation shall be made for BEML approval/inputs. 3D walkthrough shall be developed by using software's 3DsMax/Revit. The walkthrough presentation shall cover complete area of flat & shall have complete detailing of interiors (considering available material, shades and color) viz., entrance, name board. doors and windows, painting, flooring and bathroom tiles, false ceiling, modular kitchen, wall paneling, window curtains, Electrical fittings switches and fixtures, AC's, plumbing fittings, partitions, wardrobes /cabinets, furniture, soft furnishing etc.,		
3	The consultant shall submit final 3D walkthrough presentation after incorporating changes suggested by BEML along with required number of 3D views having complete detailing by using software's 3DsMax/Revit along with complete set of Good for Execution drawings / plans / sections / elevations of civil, interior, electrical, plumbing etc, Cost estimate & BOQ with complete specification, for taking tendering action by BEML.	Per Job	Price details to be entered on SRM Platform only
4	The Consultant or his Authorized Engineer shall visit the during execution weekly thrice for monitoring the progress and quality of work, and submit weekly progress report to BEML using PERT chart showing activities. Also, consultant or his Authorized Engineer shall attend the site meetings and progress review meeting as and when required by BEML. Further, the consultant shall carry out joint measurements with the executing contractor, verify, certify the quality and quantities or any other relevant documents essential for RAR bills and final bill claimed by the contractor before those bills are submitted to BEML Limited. Submission of complete set of 'As Built Drawings', pertaining to Civil, Interiors, Electrical and allied services.		
	Total Amount (Rs) inclusive of all Taxes and Duties		



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TENDER No: 6300034678

Date: 22.10.2020

Annexure –‘A’

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

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	Service Tax / VAT /CST Number	
6	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - B

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.

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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Date: 22.10.2020

Annexure - C

Undertaking

To:
The General Manager
(Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the Bid # 6300034678 dated 12.11.2020 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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TENDER No: 6300034678

Date: 22.10.2020
Annexure – D

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

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



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



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15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to ‘GST Compliance rating’ when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Date: 22.10.2020
Annexure-‘E’

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 in collaboration folder	
B	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	As per Annexure-B certified by the authorized signatory of the bid to be uploaded in the collaboration	
C	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions.	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-D to be signed and uploaded in the collaboration folder.	
E	Required of Technical Bid (Details of average annual financial turnover during the last three (3) years ending 31 st March of the previous financial year). (Page No.10)	To be uploaded in the collaboration.	
F	Details of having successfully completed similar works (Architecture/Interior Design Consultancy) during last Seven (07) years ending last day of month previous to the one in which applications are invited from any Government/Public Sector Undertakings/Large Private Organizations with Certificates. (Page No.10)	To be uploaded in the collaboration.	
G	Copy of Registration Certificate of PAN Number.	To be uploaded in the collaboration	
H	Copy of Registration Certificate of GST Number.	To be uploaded in the collaboration	
G	Copy of cancelled Bank Cheque	To be uploaded in the collaboration	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____