**TENDER No: 6300036744 Date: 11.11.2021**

Construction of “BEML STALL ON THE OCCASION OF AZADI KI AMRITY MAHOTSAV” and provision

of related Amenities

AT

Scheduled from 13th to 19th DEC 2021

at

BANGALORE COMPLEX, MYSORE COMPLEX AND KGF COMPLEX

BEML Limited,

Corporate Office,

BEML Soudha, 23/1, 4th Main, SR Nagar,

Bangalore – 560027

1. **Introduction**

# General Information

BEML LTD is a leading public sector undertakingunder 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.

BEML Limited, a Public Sector Undertaking, under the Ministry of Defence invites offers from Qualified and Experienced Contractors for design, fabrication erection and completion of ‘Stall Building’ as per BEML’s Plan and scope of work.

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.

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

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

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

**The last date for submission of the bid is on or before 26.11.2021 @ 14.00hrs**.

This Tender consisting of three parts:

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

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

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

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

**Earnest Money Deposit (EMD)**:

**Earnest Money Deposit (EMD)**: EMD amount of Rs. 42,000/- (Rupees forty two thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker’s Cheque. **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. 42,000/-.

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 /Bank Guarantee**

a) EMD in the form of Account Payee Demand Draft (DD) / Banker’s Chequefor **Rs.42,000/-** (Rupees forty two thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300036744 dated 11.11.2021**, **Closing date 26.11.2021 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.

|  |
| --- |
| 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.2  BEML SOUDHA, 23/1, 4th Main,  S.R. Nagar,  Bangalore – 560 027  KARNATAKA, India  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 |

EMD lesser than Rs. 42,000/- will not be accepted and the quotation is liable to be rejected.

d) EMD does not carry any interest on return.

f) EMD will be forfeited if 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 or NSIC certificate, MSME Certificate (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 26.11.2021 @ 15.00hrs**

i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

j) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

k) Quotation submitted online without receipt of EMD in-time will not be considered.

l) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

m) Scanned copy of DD or exemption certificate to be enclosed before the closing date and time or your bid will be rejected.

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

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per **Annexure ‘A’**
2. Undertaking as per **Annexure ‘B’**
3. Undertaking as per **Annexure ‘C’**
4. Special Conditions arising out of implementation of GST as per **Annexure ‘D’**
5. Technical Compliance Sheet to be uploaded as per **Annexure ‘E’**
6. Stall Design as per Annexure ‘F’ to be scanned and uploaded
7. BOQ for Stall as per Annexure ‘G’ (Bangalore Complex) to be scanned and uploaded
8. BOQ for Stall as per Annexure ‘H’ (Mysore Complex) to be scanned and uploaded
9. BOQ for Stall as per Annexure ‘I’ (KGF Complex) to be scanned and uploaded

**Note:**

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate/Online Payment for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

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

**Price Bid Commercial**

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

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

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

**GENERAL TERMS AND CONDITIONS**

1. Price should be quoted in Indian Rupees only.
2. **Payment terms**: 60 days from the date of erection and completion of the work duly certified by the User department.
3. **Delivery Schedule**: The firm to quote their best delivery schedule for supply and installation & commissioning of the item.
4. Indicate all applicable GST.
5. FAX / EMAIL quotations will not be accepted
6. **Validity of quotation:** 90 days from the date of opening of the tender.

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

**8) 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

1. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
2. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate sources at the bidders risk and cost apart from recovery/encashment of EMD.
3. BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.
4. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
5. Incomplete offers are liable for rejection.
6. Offers not confirming to the above terms are liable to be ignored.

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**Annexure –‘A’**

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

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

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 and correct.

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Annexure - C**

**Undertaking**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid **6300036744** dated 11.11.2021 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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**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.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct “Tax deducted at source” at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier’s account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_