

(Schedule 'A' Company Under Ministry of Defence, Govt. Of India) Regional Office, 1/A, Sector-C, Industrial Area, Sirgitti, Tifra, Bilaspur (CG)

Phone: 07752-252142. Mail Id: rm.mvp@beml.co.in

1. Terms and Conditions

Ref: BEML/MVP/BATTERY TROLLEY/21-22/6300037253 Date: 07/03/2022

Tender Enquiry (Bid invitation.6300037253)

Sub: Tender for Supply of 01 no. Battery operated Electric Pedestrian platform truck/ trolley for BEML Regional Office, Bilaspur

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. BEML, Regional office, Bilaspur, Post- Chakarabhata, Pin-495220 (Chhattisgarh), invites quotations through e-mode from the OEM or their authorized dealers for supply of 01 no Battery operated Electric Pedestrian platform truck/ trolley (1000 Kg capacity) for BEML Regional Office, Bilaspur.

In this connection, BEML, Regional office, Bilaspur, invites offers in two bid system (through e-mode) for supply 01 no Electric Pedestrian platform truck/ trolley for BEML Regional Office, Bilaspur., as per the following specifications:-

1) <u>Supply and Commissioning</u> 01 no Battery operated Electric Pedestrian platform truck/ trolley for BEML Regional Office, Bilaspur. Capacity 1000 Kg Overall Dimension: L1800 X W880, Battery 2x24/195Ah Traction battery, 2Kw AC Motor with service brake Electromagnetic.

Due date of submission: 15.03.2022 (16:00:00)

2) Eligibility criteria

- i) The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company in last 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied similar product during this period.
- ii) Upload Manufacturer authorization: Wherever Authorised Distributors or dealer are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 3) <u>Delivery Period</u>: Item is required urgently. To be delivered at the earliest from the date of Purchase Order i,e within 60 days from the date of placement of firm order.
- 4) <u>Place of Delivery & Installation</u>: M/s BEML LIMITED, Regional Office 1/A Sector-C Industrial Area, Sirgitti, Tifra, Bilaspur, Chhattishgrh.
- 5) Validity of Offer: 90 days from the date of opening of the tender.
- 6) The Price quoted are on FOR Basis inclusive of Installation & freight charges. The same is supposed to be mentioned in SRM portal in price Bid. Price offered / disclosed in any place apart from Price bid will lead to rejection of offer. Price quoted should be on FOR DESTINATION basis, for delivery up to BEML Limited, Bilaspur, Chhattisgarh. The prices should be quoted in the specified format available on-line. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.



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7) GST TAXES AND DUTIES:

Goods and Services Tax (GST): GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate GST rates applicable (IGST/SGST & CGST) and GST (Compensation to State) Cess in Price Bid/BOQ.If the Bidder is exempted from paying GST or Bidder has opted for GST Composition scheme, the same shall be confirmed with valid documentary evidence.(In case of inter-state supplies composition scheme shall not apply)The Bidder shall confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer.

- (i) Bidder shall provide details of their GSTIN.
- (ii)BEML Limited, Bilaspur GSTINs indicated is 22AAACB8433D1Z8

Please also refer Annexure- 'E' for GST Rules .

- 8) Payment Terms: payment will be made within 21 days from the date of satisfactory installation and commission of Battery operated Electric Pedestrian platform truck/ trolley.
- 9) <u>Composite Guarantee / Warranty</u>: The vendor should provide minimum One year of spares parts and service warranty after installation & commissioning of Trolley. In the event of any defect in materials / design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective items will be replaced by you at out site free of cost within 15 days of settlement of warranty claims.
- 10) **PAST SUPPLY DETAILS:** The bidders shall essentially upload scanned, authenticated copies (signed and stamped by the bidder) of orders received by them from as per eligibility criteria along with other documents. Failure to submit the documents shall render a tender liable for rejection. The copies to be submitted online must be legible and readable.
- 11) **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
- 12) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- 13) Incomplete offers are liable for rejection.
- 14) Offers not confirming to the above terms are liable to be ignored.
- 15) BEML Limited Reserves the right to call for any of the documents (short fall documents) specified in NIT through MAIL or post.
- 16) The supplier /bidder will provide Technical details of materials along with list of items with part number (if) any required for maintenance after expiry of warranty period. The supplier will also provide the manual / technical literature for maintenance of trolley.



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- 17) **SECURITY DEPOSIT**: The successful tenderers will be required to deposit security money or performance bank guarantee of 10% of the value of the contract (including Taxes, duties, and other charges i,e FOR Destination prices) in the form of Bank Draft /Bank Guarantee.. The Bank Guarantee should be submitted on Rs.100/-non-judicial stamp paper as per the enclosed format at enclosed Annexure: F. Demand draft shall be made in the name BEML Limited payable at Bilaspur, Chhattisgarh.
- 18) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

19) Technical specification:

Battery operated Electrical (battery operated) Pedestrian Platform Truck / trolley (Capacity 1000 Kg) with following specification:

SL	Particular	Measurement	Details	Accepted
01	Model /Make			
02	Platform	Type	Pedestrian	
03	Load Capacity	Kg	1000	
04	Tyre size (front)	mm	205x85/ 305x127	
	/ (Rear			
05	Overall length	mm	1800	
06	Overall width	mm	850	
07	Track width Rear	mm	660	
08	Drive	Type	AC 3 PHASE	
09	Battery	Туре	Traction	
10	Battery Voltage, nominal	V/Ah	24V/195Ah	
	capacity			
11	Battery Charger (Single Phase) (automatic)	V/Ah	24/20	



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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 Banker's Name, Address & Contact Number:	Bank account number: - Bank Name: - Address: - IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	
7	Details of annual financial turnover during the last three years, ending 31st March of the previous year (i.e. 2018-19, 2019-20 & 2020-21)	2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded in the collaboration folder.
8	Bidder must have executed similar type of orders / submit at least Two purchase orders in the last 3 years	Documentary proof i.e. Purchase order / Work order shall to be scanned and uploaded on GeM Portal.
09	Submission of manufacturer authorization in case the offer is submitted by dealer / distributor	Scan copy of bid specific authorization to be uploaded on srm portal.
10	Supplier should Indicate Warranty / Guarantee Period clearly mentioning Free Servicing during warranty period	Acceptance of one year product and service warranty from the date of commissioning and installation

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'

NO BANNING CERTIFICATE

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 give	en above is factual.
	Signature with date of Authorized signatory
	Name:
	Designation:
	Firm's Seal:



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ANNEXURE - 'C'
<u>UNDERTAKING</u>
To:
The Regional Manager
BEML Limited,
1/A, Sector-c , Industrial Area , Sirgitti. Bilaspur (CG)
Dear Sir,
Having examined the Bid # XXXXX dated XX.XX.2022 we, the undersigned, hereby confirming that we read,
understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon
selection, we will execute the assignment as per the tender terms and conditions.
Signature with date of Authorized signatory
Name:
Designation:
Firm's Seal:



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ANNEXURE – 'D' Technical Specification of Battery operated Electric Pedestrian platform truck/ trolley for BEML Regional Office, Bilaspur

SL	Particular	Measurement	Details	Accepted
01	Model	Туре	Fixed	
02	Platform	Type	Pedestrian	
03	Load Capacity	Kg	1000	
04	Tyre size (front)	mm	205x85/	
	/ (Rear		305x127	
05	Overall length	mm	1800	
06	Overall width	mm	850	
07	Track width Rear	mm	660	
08	Drive	Type	AC 3 PHASE	
09	Battery	Type	Traction	
10	Battery Voltage, nominal capacity	V/Ah	24V/195Ah	
11	Battery Charger (Single Phase)	V/Ah	24/20	
	(automatic)			

Note: Please upload the technical details of your product in Technical Bid.

02. Scope of installation and Commissioning: The supplier shall depute his representative for commissioning & Installation	on
of Battery operated Electric Pedestrian platform truck/ trolley for BEML Regional Office, Bilaspur	

	Signature with date of Authorized signatory
Name:	Designation:
	Firm's Seal:



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ANNEXURE - 'E'

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.



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

Place:	
Date:	
	Company seal with signature



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Annexure-F

F. PERFORMANCE BANK GUARANTEE:

- 1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. (As per Annexure-A below) (on a non-judicial stamp paper of value Rs.100.00 only)
- 2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 3. The PBG(s) for equipment shall remain valid till 3 months after the completion of warranty and defect liability period.
- 4. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing bank, before submission of the invoice for payment.
- 5. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned Division Head.



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FORMAT FOR PERFORMANCE BANK GUARANTEE FORMAT			
BEML Limited, BILASPUR			
Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no			
Messers			
The			
We(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations there under, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion thereof without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the company to compel such payment by the contractor.			
Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.			
We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs, or such lesser amount out of the said sum of Rsas may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.			
The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.			

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the



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Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs or such lesser sum as may then be due to the Company as the Company may require.			
Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs only. The guarantee shall remain in force till theday of20and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.			
The Bank has under its constitution power to give this guarantee and[(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.			
Dated thisDay of20			
Signature of the authorized person(s) For and on behalf of the Bank			
NOTE: The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at Bilaspur (Chhattisgarh State).			



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$\frac{\text{BIDDER HAS TO UPLOAD THE FOLLOWING TECHNICAL COMPLIANCE SHEET AS PART OF}{\text{THE TECHNICAL BID}}$

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)/ experience, past purchase order copy / MAF turnover certificate, PAN, and GST certificate, Bank mandate are mandatory	Please upload filled-in format as per Annexure-A in collaboration folder	
В	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	
С	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions. Further confirm the Installation and commissioning of Trolley at RO, BEML Bilaspur (CG)	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Scope of Work Technical Specification	As per Annexure-D, to be signed and uploaded in the collaboration folder. Also upload the technical details of item to be supplied.	
Е	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-E to be signed and uploaded in the collaboration folder.	
F	PBG Format for submission after placement of firm order.	Annexure-F: Blank format of Performance Bank Guarantee	

Signature with date of Authorized signatory
Name:
Designation:
Eimer's Sool



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Annexure-H

(Check list to be uploaded along with Techno-commercial Bid)

SL	Particular	Remarks	Accepted
1	General Data of Company Copy of the PAN card, GSTN registration certificate, Cancelled cheque, Company registration certificate etc	As per Annexure-A	Yes/ no
2	No Banning certificate	As Per Annexure-B	Yes/ no
3	Undertaking	As Per Annexure-C	Yes/ no
4	Technical Specification	As per Annexure-D	Yes/ no
5	GST clause	As per Annexure-E	Yes/ no
6	Performance Guarantee	As per Annexure-F	Yes/ no
7	Copy of Purchase order	Submitted as per eligibility Criteria	Yes/ no
8	Manufacture Authorization Certificate	Submitted as per eligibility Criteria	Yes/ no
9	Delivery period	At the earliest (within 60 days)	Yes/ no
10	Validity of offer	Accepted (90 days)	Yes/ no
11	Price , Firm and FOR inclusive of freight and insurance	Accepted	Yes/ no
12	GST Extra	accepted	Yes/ no
13	Payment	within 21 days from the date of receipt and accepted	Yes/ no
14	Composite Guarantee / Warranty clause	12 months from the date of commissioning and Acceptance	Yes/ no

Signature with date of Authorized signatory				
Name:				
Designation:				
Firm's Seal:				