



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

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

Tender No.6300038716

Date : 13.02.2024

**Request for
Proposal for
Supply and installation of Oracle Primavera P6 PPM License & Maintenance for Use at Bangalore Complex**

LAST DATE FOR SUBMISSION OF THE QUOTE IS ON 05.03.2024 @ 14.00PM

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



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Introduction

General Information

BEML Limited, incorporated in 1964, is a Mini-Ratna (Category-1) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products for 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.

The objective of this Request for Proposal (RFP) is to solicit competitive proposals for BEML LTD for Supply and installation of Oracle Primavera P6 PPM License & Maintenance.

2. Project Scope

Deliverables

Supply and installation of Oracle Primavera P6 PPM License & Maintenance – Qty – 1 No

GENERAL GUIDELINES

3.1 Service provider Contact

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

The General manager (DT)

BEML LTD, BEML Soudha, 23/1, 4th Main, S R
Nagar Bangalore-560 027

Phone: 91-080-22963315/22963245/22963179

Email : sunnew@beml.co.in / purchase.hq@beml.co.in

3.2 False and misleading statements : If, in the opinion of BEML LTD, a point in a Service Providers quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Service provider to response to such a request for additional information or clarification may result in rejection of a Service provider's quote.



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3.4 **Responsiveness** : Quotes should respond to all requirements of this RFP to the maximum extent possible. Service Providers are asked to clearly identify limitations or exception of the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to BEML LTD.

BEML LTD may revise the above guidelines at any time without prior notice to the service providers during the evaluation of the bids.

BEML LTD has the right to accept or reject any of responses to this Request For Proposal without prior notification to the bidder.

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.

This Tender consisting of three parts:

Part - A	Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit)
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 and Integrity Pact) through Manual Mode.

1. Earnest Money Deposit (EMD):

EMD amount of Rs 6,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
 - ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
 - iii) In 'Select State' dropdown, select All India and click on the Go button.
 - iv) In 'Select Payment Category', select EMD/ Tender Fee.
 - v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 6,000/-.
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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. 6,000/-** (Rupees six thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. **6300038716 dated 12.02.2024, Closing date 05.03.2024 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

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

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

- Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 6,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC Certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e 05.03.2024 @ 15.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

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. Technical Specification as per Annexure D
5. Special Conditions as per Annexure 'E'

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate/ Online payment for EMD.
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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)

Commercial Bid: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM.

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

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

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

1. 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 not accepted
4. Indicate all applicable GST separately
5. **Payment terms:** Payment will be made on 60th day from the date of receipt and acceptance of items at our respective divisions.
6. **Delivery Lead Time:** within 4 weeks from the date of placement of purchase order.
7. **Delivery Terms:** FOR BEML LIMITED, Bangalore Complex
8. **Validity of quotation:** 90 days from the date of opening of the tender.
9. **Guarantee:** 12 Months from the date of receipt of software.
10. **Insurance:** Freight, forwarding charges to your account.
11. Offers not confirming to the above terms are liable to be ignored.
12. BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.

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13. **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
14. **Termination:** BEML shall exercise the option to terminate the contract within 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.
15. **Liquidated Damages:** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
16. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.
17. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
18. Incomplete offers are liable for rejection.
19. Offers not confirming to the above terms are liable to be ignored.
20. The tender by authorized dealer/distributors shall include authorization/dealership letter from OEM along with quotation. Otherwise the offer will not be considered.

Kindly Note:

- a) If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of 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
- d) Please indicate minimum time for delivery.

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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 Name :- Address :- Bank account number :- IFSC code:
4	Cancellation of Cheque	Scan copy through SRM Platform
5	PAN Number	
6	GST Number	
7	ISO Certificate	
8	Description of Business & Business background	
Please upload the required documents in SRM Portal.		

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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Annexure-‘C’

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300038716** dated **12.02.2024** 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

TECHNICAL SPECIFICATION

I. Eligibility Criteria (Mandatory Clause):	Vendor Remarks
1. Only Original Equipment Manufacturer (OEM) or Authorized Dealer is eligible to quote.	
2. The Original Equipment Manufacturer (OEM) should submit the supporting documents as a proof that they are the OEM of the tendered item/s.	
3. Authorized Dealer should submit the duly valid authorization letter issued by the Original Equipment Manufacturer (OEM) for the tendered item/s clearly indicating the validity date.	

Note: The bidders should mandatorily submit the above referred compliance & supporting documents along with the technical bid without which their technical bid will not be considered for technical evaluation.

Sl. No.	Description	Vendor Remarks
1	Supply and installation of Oracle Primavera P6 PPM License & Maintenance	
2	Technical Support: Technical Support: Firm will provide the technical support for Installation and commissioning during the subscription period.	
3	AMC/Warranty: Perpetual License	



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4	License type: Standalone - Perpetual License for period of 12 months	
5	Payment subject to User Certification as per BEML Procedure	
6	Firm to supply the software as USB dongle/online (e-download)	
7	Training: Initial Training at free of cost for executives a period of 3 days at our premises or through VC.	

I agree to supply as per BOQ mentioned in above table

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firms 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.
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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.

Place:

Date:

Company seal with signature
