

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

निविदा दस्तावेज
TENDER DOCUMENTS

आरओ, कोलकाता के
कार्यालय स्टेशनरी की आपूर्ति हेतु दर अनुबंध के लिए कोटेशन का अनुरोध
**Request for Quotation for Rate Contract for supply of Office Stationary
Items for RO, Kolkata**

बोली प्रस्तुत करने की अंतिम तिथि 30.03.2020 समय 14:00 बजे से पहले है

Last date for submission of the bid is 30.03.2020 before 14:00hrs

For BEML Limited,

क्षेत्रीय प्रबंधक
Regional Manager
(आरओ-कोलकाता)
RO Kolkata

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

BEML LIMITED
(A Govt. of India undertaking)
Regional office -35/1A, Taratala Road Kolkata – 700088

Table of contents

Sl. No	विवरण/ Particulars	पृष्ठ सं/ Page No
1	परिचय/ Introduction	03
2	बोली प्रस्तुत करने की प्रक्रिया/Bid Submission Process	03 – 11
3	नियम और शर्तें/Terms and conditions	12-13
4	अनुबंध 'ए' के अनुसार आपकी कंपनी के संबंध में सामान्य डेटा/General Data in respect of your company as per Annexure 'A'	14
5	अनुबंध 'बी' के अनुसार उपक्रम/Undertaking as per Annexure 'B'	15
6	अनुबंध 'सी' के अनुसार उपक्रम/Undertaking as per Annexure 'C'	16
7	अनुबंध 'डी' के अनुसार विशेष शर्तें/Special Conditions as per Annexure 'D'	17-19

sd/-

MANAGER HRD
BEML, RO-Kolkata

SIGNATURE OF CONTRACTOR(S)
WITH SEAL

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

1. परिचय/Introduction

सामान्य जानकारी /General Information

बीईएमएल लिमिटेड खनन, अर्थमूविंग, रेलवे और रक्षा ट्रक और उपकरणों की एक विस्तृत श्रृंखला के निर्माण के लिए रक्षा मंत्रालय के तहत एक प्रमुख सार्वजनिक क्षेत्र का उपक्रम है।

BEML LTD is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

बीईएमएल लिमिटेड के पास बेंगलोर, मैसूर, केजीएफ और पलक्कड़ में बेंगलोर में हेड क्वार्टरों के साथ विनिर्माण प्रभाग हैं।

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2 बोली प्रस्तुत करने की प्रक्रिया /Bid Submission Process

आपको तीन भागों में बोली प्रस्तुत करनी होगी, **पूर्व योग्यता बोली, तकनीकी बोली और वाणिज्यिक बोली**। बीईएमएल अपने विवेकाधिकार में बोली लगाने से पहले किसी भी समय बोली दस्तावेजों में संशोधन कर सकती है। हालांकि इस तरह के संशोधन के मामले में, बीईएमएल के विवेक पर बोली जमा करने की तारीख को बढ़ाया जा सकता है। बोली प्रस्तुत करने से पहले किए गए संशोधन बोली दस्तावेजों के लिए कोरिगेंडम के रूप में प्रदान किए जाएंगे और BEML वेबसाइट पर पोस्ट किए जाएंगे। निविदा प्रस्तुत करने से पहले विक्रेताओं को वेबसाइट की नियमित जांच करने के लिए सूचित किया जाता है।

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website. Vendors are informed to regularly check the website before submitting the tender.

BEML LIMITED invites tender from Manufacturers & or Suppliers per following details:

विवरण Description	आरओ, कोलकाता के लिए कार्यालय स्टेशनरी आइटम की आपूर्ति हेतु दर अनुबंध के लिए उद्धरण का अनुरोध । Request for Quotation for Rate Contract for supply of Office Stationary Items for RO, Kolkata.
वितरण Delivery	BEML LIMITED (A Govt. of India undertaking) Regional office -35/1A, Taratala Road Kolkata – 700088
मूल्य की वैधता Validity of Price	निविदा की समापन तिथि से 90 दिनों की अवधि के लिए उद्धृत मूल्य दृढ़ होना चाहिए। The quoted price should be firm for a period of 90 days from the closing date of

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

the tender.

नोट (महत्वपूर्ण)/NOTE (Important)

1. यदि निविदा खोलने की तिथि अवकाश पर आती है, तो अगले कार्य दिवस पर निविदा खोली जाएगी।
1. If the date of tender opening falls on holiday, the Tender will be opened on the next working day.
2. यदि अंतिम तिथि और समय के भीतर न्यूनतम 03 (तीन) बोलियाँ प्राप्त नहीं हुई हैं, तो बोली जमा करने की अंतिम तिथि को प्रारंभिक रूप से 02 (दो) दिनों के लिए बढ़ाया जाएगा और यदि अभी भी प्राप्त नहीं हुई है या यदि एकल बोली प्राप्त हुई है, तो बोली प्रस्तुत करना अधिक संख्या में बोली लगाने वालों को भाग लेने में सक्षम बनाने के लिए अंतिम तिथि को अन्य 05 (पांच) दिनों तक बढ़ाया जाएगा।
2. In case if minimum 03 (three) bids are not received within closing date & time, the Bid submission end date will be extended initially for 02 (two) days and if still not received or if single bid is received, the Bid submission end date will be extended by another 05 (Five) days for enabling more number of bidders to participate.
3. निविदा दस्तावेज की कोई भौतिक / मैनुअल बिक्री नहीं होगी।
3. There will be no physical / manual sale of the Tender document.
4. निविदा शुल्क नहीं है और बोलीदाता निविदा दस्तावेज नि: शुल्क डाउनलोड कर सकते हैं।
4. There is no tender fee and the bidders can download the tender document free of cost.
5. निविदाकर्ताओं को निविदा विवरण सहित निविदा दस्तावेजों का पूरा सेट डाउनलोड करने की सलाह दी जाती है।
5. Bidders are advised to download the complete set of the Tender documents, including the tender details.

बोली प्रस्तुत करने की अंतिम तिथि 30.03.2020 @ 14.00hrs पर या उससे पहले है।

The last date for submission of the bid is on or before 30.03.2020 @ 14.00hrs.

इस निविदा में तीन भाग शामिल हैं:/This Tender consisting of three parts:

भाग -ए/ Part - A	प्री-क्वालिफिकेशन बिड यानि मैनुअल मोड के माध्यम से ईएमडी (अर्नेस्ट मनी डिपॉजिट) जमा करना। Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through Manual mode.
भाग-बी/ Part - B	टेक्निकल बिड यानी मैनुअल-मोड के जरिए टेक्निकल बिड का सबमिशन Technical Bid i.e. Submission of Technical Bid through Manual-mode
भाग-सी/ Part - C	वाणिज्यिक बोली यानी मैनुअल -मोड के माध्यम से मूल्य बोली प्रस्तुत करना Commercial Bid i.e. Submission of Price Bid through Manual -mode

Part A – Pre-Qualification Bid i.e. Submission of EMD (manual mode)

1. Earnest Money Deposit (EMD):

EMD amount of Rs 2000/- to be submitted in the form of Demand Draft / Banker's Cheque from reputed bank drawn in favour of BEML Ltd. Payable at Kolkata.

Please ensure that EMD is submitted well ahead of the EMD Submission Date & Time mentioned in the Tender.

The above said Demand Draft DD / Banker's Cheques/Exemption Certificate shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation Number & date, Closing date & Time** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

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 (HR)

BEML LIMITED

Regional office -35/1A, Taratala Road, Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288

Alternatively it can also be dropped in the Tender Box which is kept in Room of HR Dept. at Regional office -35/1A, Taratala Road Kolkata – 700088

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

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ 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:

- Quotation submitted without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- EMD lesser than Rs. 2000/- will not be accepted and the quotation is liable to be rejected.
- EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply as per specification.
- EMD does not carry any interest on return.
- EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- EMD is to be submitted before the bid closing date and time. EMD in the form of DD / Banker's Cheque / 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.
- Tender shall be opened **on closing date i.e 30.03.2020 @ 15:00hrs**
- No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

2. Samples: Submission of Sample items or details of sample items like brand, size, type of item etc as per tender specification mentioned in Bid Invitation should be submitted to the address stated above before closing date ie. 30.03.2020@14:00hrs.

PART B – Submission of Technical Bid (Through Manual mode at HR Dept., Regional office -35/1A, Taratala Road Kolkata – 700088)

Please Manually submit the following documents as part of Technical Bid in a sealed cover superscribing” **PART B TECHNICAL BID, Tender No.. Due Date & Time. Tender For---**. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

The following documents signed with company seal are to be submitted :

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 as per Annexure ‘D’
5. **Scope of Supply:**

ITEMS Type A

SL. NO.	ITEMS Type A	Approx QTY reqd. in Nos. peryear
1	Xerox paper A4 size 75 GSM	70
2	Xerox paper A4 size 70 GSM	
3	Xerox paper A4 size 67 GSM	
4	Xerox paper A4 size 65 GSM	
5	Xerox paper A4 size 60 GSM	

ITEMS Type B

SL. NO.	ITEMS Type B	Approx QTY reqd. in Nos. per year
1	Xerox paper A3 size 70 GSM	3
2	Xerox paper A3 size 65 GSM	
3	Xerox paper A3 size 60 GSM	
4	L folder A4 size (14 mm pp)	60
5	Register Book per dista (48 pages- no.2)	20
6	Register Book per dista (96 pages- no.4.)	
7	Register Book per dista (144 pages- no.6.)	
8	Arch File - Board Thickness - 32 ounce (steel clip)	60
9	Arch File - Board Thickness - 34 ounce (steel clip)	

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

10	Arch File - Board Thickness - 36 ounce (steel clip)	
11	Arch File - Board Thickness - 32 ounce (Alluminium clip)	
12	Arch File - Board Thickness - 34 ounce (Alluminium clip)	
13	Arch File - Board Thickness - 36 ounce (Alluminium clip)	
14	Channel File A4 size (14 mm Pp)	
15	Channel File A4 size (27 mm Pp)	24
16	Channel File A4 size (32 mm Pp)	
17	Cobra File - Board Thickness - 32 ounce	130
18	Cobra File - Board Thickness - 34 ounce	
19	lever Arch Box File (SOLO 16LA512) standard quality	30
20	lever Arch Box File (SOLO 16LA512- Good quality.	
21	Brown Enevelope-06"x12"	As per Reqmnt
22	Brown Enevelope-04"x11"	As per Reqmnt
23	Cloth Envelope 06"x12"	As per Reqmnt
24	A4 (Cloth) Envelope 14"x10"	300
25	A3 (cloth) Envelope 14"x16"	400
26	Stapler Big	2
27	Stapler small	5
28	Stapler pin big	4
29	Stapler pin small	10
30	Gum 650ml	2
31	Carbon Paper saphire-Box	2
32	Pencil /box	2
33	Eraser	10
34	Fevi- stick 15gm	5
35	james clip35mm	5
36	james clip 30mm	5
37	2" Transparent Tape 80m	12
38	1" Transparent Tape 80m	6
39	2" Brown Tape 80m	12
40	1" Brown Tape 80m	6
41	Whitener 7 ml (Correction fluid pen)	8
42	Pen (use & throw ball pen)	24
43	Scissor -152mm Kangaroo	
44	Scissor -185mm Kangaroo	2
45	Scissor -210mm Kangaroo	
46	Note Pad 20 leaf (5inch x 8.5 inch , 58 gsm paper)	10
47	Note Pad 40 leaf (5inch x 8.5 inch , 58 gsm paper)	

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

48	Note Pad 80 leaf (5inch x 8.5 inch , 58 gsm paper)	
49	Alpin box of 60 gm	20
50	Alpin box of 30 gm	
51	Small Flag (Water proof) - approx. 1inchx3inch	4
52	Flags (2inch x 2 inch)	5
53	Flag (1inchx3inch)- 100 sheets (3 colour)	5
54	High Lighter	8
55	Marker (Black, Blue, Green, Red)	8

ITEMS Type C

SL. NO.	ITEMS Type C	Approx QTY reqd. in Nos. per year
1	Report File A4 size (0.45 mm thickness)	100

Note: The above is an estimate quantity. Actual requirement may increase or decrease.

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate.
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 submitted by the bidder and the bid will not be considered if any of the documents is not submitted.
4. Please **ensure that no price details are mentioned in the technical bid** . Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.
5. The Unit Rate quoted will be valid up to 2 years from the date of placement of PO / signing the contract for us to purchase the items.
6. Items shall be purchased as and when required in lots within the span of 2 years at the quoted/ Finalised price.

PART C – Submission of Price Bid (Through Manual mode at HR Dept., Regional office -35/1A, Taratala Road Kolkata – 700088)

Commercial Bid: Price bid to be submitted as per the format below in separate Sealer Envelop superscribing **“PART C PRICE BID, Tender No. Due Date. Tender For---”**. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

- Please enter the prices for unit item in the format provided below.

PRICE BID -1 for ITEMS Type A					
SL. NO.	ITEMS Type A	Approx QTY reqd. in Nos./ year	HSN	Applicable GST	Unit VALUE without GST
1	Xerox paper A4 size 75 GSM	70			
2	Xerox paper A4 size 70 GSM				

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

3	Xerox paper A4 size 67 GSM				
4	Xerox paper A4 size 65 GSM				
5	Xerox paper A4 size 60 GSM				
TOTAL PRICE					=Sum of unit price of item sl. No. 1 to 5

PRICE BID -2 for ITEMS Type B

SL. NO.	ITEMS <u>Type B</u>	Approx QTY reqd. in Nos./ year	HSN	Applicable GST	Unit VALUE without GST
1	Xerox paper A3 size 70 GSM	3			
2	Xerox paper A3 size 65 GSM				
3	Xerox paper A3 size 60 GSM				
4	L folder A4 size (14 mm pp)	60			
5	Register Book per dista (48 pages- no.2)	20			
6	Register Book per dista (96 pages- no.4.)				
7	Register Book per dista (144 pages- no.6.)				
8	Arch File - Board Thickness - 32 ounce (steel clip)	60			
9	Arch File - Board Thickness - 34 ounce (steel clip)				
10	Arch File - Board Thickness - 36 ounce (steel clip)				
11	Arch File - Board Thickness - 32 ounce (Alluminium clip)				
12	Arch File - Board Thickness - 34 ounce (Alluminium clip)				
13	Arch File - Board Thickness - 36 ounce (Alluminium clip)				
14	Channel File A4 size (14 mm Pp)	24			
15	Channel File A4 size (27 mm Pp)				
16	Channel File A4 size (32 mm Pp)				
17	Cobra File - Board Thickness - 32 ounce	130			
18	Cobra File - Board Thickness - 34 ounce				
19	lever Arch Box File (SOLO 16LA512) standard quality	30			
20	lever Arch Box File (SOLO 16LA512- Good quality.				

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

21	Brown Enevelope-06"x12"	As per Reqmnt			
22	Brown Enevelope-04"x11"	As per Reqmnt			
23	Cloth Envelope 06"x12"	As per Reqmnt			
24	A4 (Cloth) Envelope 14"x10"	300			
25	A3 (cloth) Envelope 14"x16"	400			
26	Stapler Big	2			
27	Stapler small	5			
28	Stapler pin big	4			
29	Stapler pin small	10			
30	Gum 650ml	2			
31	Carbon Paper saphire-Box	2			
32	Pencil /box	2			
33	Eraser	10			
34	Fevi- stick 15gm	5			
35	james clip35mm	5			
36	james clip 30mm	5			
37	2" Transparent Tape 80m	12			
38	1" Transparent Tape 80m	6			
39	2" Brown Tape 80m	12			
40	1" Brown Tape 80m	6			
41	Whitener 7 ml (Correction fluid pen)	8			
42	Pen (use & throw ball pen)	24			
43	Scissor -152mm Kangaroo	2			
44	Scissor -185mm Kangaroo				
45	Scissor -210mm Kangaroo				
46	Note Pad 20 leaf (5inch x 8.5 inch , 58 gsm paper)	10			
47	Note Pad 40 leaf (5inch x 8.5 inch , 58 gsm paper)				
48	Note Pad 80 leaf (5inch x 8.5 inch , 58 gsm paper)				
49	Alpin box of 60 gm	20			
50	Alpin box of 30 gm				
51	Small Flag (Water proof) - approx. 1inchx3inch	4			
52	Flags (2inch x 2 inch)	5			
53	Flag (1inchx3inch)- 100 sheets (3 colour)	5			

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

54	High Lighter	8			
55	Marker (Black, Blue, Green, Red)	8			
TOTAL					=Sum of unit price of item sl. No. 1 to 55

PRICE BID -3 for ITEM Type C

SL. NO.	ITEMS <u>Type C</u>	Approx QTY reqd. in Nos./year	HSN	Applicable GST	Unit VALUE without GST
1	Report File A4 size (0.45 mm thickness)	100			
TOTAL					=Sum of unit price of item sl. No. 1

- Applicable GST details or any other commercial details may be entered separately in the column indicated against each item.
- Bidder has to quote basic price for unit item, HSN code and applicable GST separately.
- Price of the Successful Bidder shall be valid for 2 years for placement of order and can be extended for further 2 years on mutual consent.
- The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.
- Bidders has to quote for all the items.
- The tenderers are advised to quote their rates on the basis of costing/profitability of individual items. BEML reserves the right to exclude any item(s) from purchase at the time of placing purchase order. Further, the quantities mentioned in the Technical & price bid are only tentative in nature and actual procurement quantities of items may differ as per requirement
- L1 will be decided based on total unit price of each Type i.e. separately for ITEM Type A, ITEM Type B & ITEM Type C as per above PRICE BID.

sd/-

**MANAGER HRD
BEML, RO-Kolkata**

**SIGNATURE OF CONTRACTOR(S)
WITH SEAL**

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

3. Terms and Conditions

1. The quotation should be complete in all respects and free from ambiguity.
2. Price should be quoted in Indian Rupees only
3. FAX/Email quotations are not accepted.
4. Transit Insurance, P & F Charges, Handling Charges etc., to vendors account.
5. **Delivery Schedule** : Within 15 days from the date of E-mail.
6. **Payment Terms** : On the 60th day after 100% receipt & acceptance of materials as per samples.
7. **Validity of Offer**: The quoted price should be firm for a period of 90 days from the closing date of the tender.
8. **Liquidated Damages (LD)**: 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.
9. **Risk Purchase Clause**: In the event of Non performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery of EMD.
10. **Jurisdiction**: No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.
11. **Non performance clause**: In case of non performance of the order, if placed on you, BEML will have an option of alternate procurement action at your risk & cost apart from forfeit EMD.
12. **Right of Buyer**: BEML reserves the right to partially or totally accept or reject any/all bids placed in the Tender Notice without assigning any reason whatsoever.
13. **Termination**: In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
14. BEML Ltd need not necessarily accepted the lowest offer.
15. Offers not confirming to the above terms are liable to be ignored.
16. **Refund of EMD**:

EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the Final bid validity and latest on or before the 30th day after the award of the contract.

EMD of successful bidder will be converted as part of security deposits and the balance amount of security deposits will be met by the successful bidder.

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

17. Security Deposit:

10 % of Contract / PO value has to be deposited as interest free security deposit / Performance Guarantee at the time of acceptance of offer towards the performance of the contract.

• Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an Acceptable form. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

Kindly Note:

- a) If GST is not mentioned separately in respective column, it will be considered as the price quoted is inclusive of GST.
- b) If validity of the offer is not mentioned it will be considered as per terms and conditions of the tender enquiry.

17. Price: The price of the successful Bidder shall be valid for 2 years from the date of placement of order and can be extended for further 2 years on mutual consent. Successful Bidder has to enter in to a contract valid for 2 years.

sd/-

**MANAGER HRD
BEML, RO-Kolkata**

**SIGNATURE OF CONTRACTOR(S)
WITH SEAL**

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

Annexure –‘A’

4. 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	Attach
5	PAN Number	
6	GST Number	
7	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: _____

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

Annexure-‘B’

5.UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

Annexure-‘C’

6. UNDERTAKING

To:
The Regional Manager,
M/s. BEML LTD
Regional office -35/1A, Taratala Road.
Kolkata – 700088

Dear Sir,

Having examined the Bid # **No: BEML/MKC/Re-TENDER-STAT/2019-2020/003**
Date: 20.03.2020, 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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

Annexure-‘D’

**7.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.

BEML LIMITED

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

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

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
-

BEML LIMITED

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

Regional office -35/1A, Taratala Road Kolkata – 700088

Phone : 033 24015287 FAX: 033 24015288.

TENDER No: BEML/MKC/Re-TENDER-STAT/2019-2020/003 Date: 20.03.2020

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:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____