

(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: 6300030487 Date: 29/11/2019

TENDER DOCUMENTS

REQUEST FOR PROPOSAL FOR SUPPLY & INSTALLATION OF AIR CONDITIONER FOR CAMSHAFT MEASURING MACHINE ROOM – ENGINE DIVISION, MYSORE.

Last date for submission of the bid is 10/12/2019 before 2.00 PM

Asst. General Manager Corporate Materials.

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



(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.

Table of contents

Sl. No	Particulars	Page No
1	Introduction (General Information)	03
2	Bid Submission Process	03 to 06
3	General Terms and conditions	07 to 10
4	General Data in respect of your company (i.e., Company Profile) as per Annexure 'A'	11
5	Undertaking as per Annexure 'B'	12
6	Undertaking as per Annexure 'C'	13
7	Floor Standing (Tower Type) Air Conditioner Unit as per Annexure 'D'	14 to 16
8	Special Conditions arising out of implementation of GST as per Annexure 'E'	17 to 19
9	Bidder has to be upload the following technical compliance sheet as part of the technical bid as per Annexure 'H'	20



(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.

Introduction

General Information

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

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

1. Bid Submission Process

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 (http://www.bemlindia.com/tender_hq.php).

BEML LIMITED invites tender from Manufacturers per following details:

Description Supply and Installation of Air Conditioner for Camshaft measuring		
	room at Engine Division, Mysore	
Delivery To be delivered & installed at BEML LTD, Engine Division, Mysore		
Validity of Price The quoted price should firm for a period of 90 days from the date o		
	of tender.	

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

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

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

The last date for submission of the bid is on or before 10.12.2019 @ 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)



(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.

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

1. Earnest Money Deposit (EMD):

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.4,000/-** (Rupees Four Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
- c) 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. 6300030487 dated 29.11.2019, Closing date 10.12.2019 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.
- d) The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

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

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.

- e) Quotation submitted online without submission of EMD/ EMD Exemption Certificate in-time will not be considered.
- f) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- g) EMD lesser than Rs. 4,000/- will not be accepted and the quotation is liable to be rejected.
- h) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- i) EMD does not carry any interest on return.
- j) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.



(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.

- k) EMD 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.
- 1) Tender shall be opened on closing date i.e 10.12.2019 @ 15.00hrs
- m) No responsibility will be taken for postal or non-delivery/nonreceipt 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. Floor Standing (Tower type) Air Conditioner Unit as per **Annexure 'D'**
- 5. Special Conditions arising out of implementation of GST as per Annexure 'E'
- 6. Technical Compliance Sheet to be uploaded as per Annexure 'F'

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.



(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.

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".

Precaution: Please do not upload any price details in the technical bid in collaboration folder.

The price quote for the scope of supply is in the following format in SRM. The firm to quote accordingly.

Sl.	Description	Qty	Unit Price	Total Price in
No.	-		(Rs.)	(Rs.)
A	Material:			
1	Suppply, Installation, Commissioning and Performance prove out of Floor standing tower type Air conditioner (One set consisting of 3TR x 2 units capacity, with Indoor and Outdoor stand, mounting hardware, voltage stabilizer (if required) etc., as per Annexure-1 The following items required for 6m distance between indoor and outdoor unit to be supplied with each unit. a) Hard Run Copper pipe with insulation b) Copper Electrical Cable c) Aluminum casing channel d) Drain Line Applicable Taxes	01 set	The details to be entered in pricing conditions of commercial bid of SRM Only	The details to be entered in pricing conditions of commercial bid of SRM only
	Other if any			
	Sub : Total (Materials)			
В	Services:	LS		
	Installation, Commissioning and Performance prove out at site			
	Applicable Taxes			
	Sub Total (Services)			
C	Grand Total (A + B)			

The above total Price C = (A+B) with taxes and duties will be considered for arriving lowest commercial offer.

Note: The break prices of the items wherever possible to be given in "Bidder's Remarks" for the respective item in the tab "items" under "Notes and attachments".



(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.

GENERAL TERMS AND CONDITIONS

- 01) Price should be quoted in Indian Rupees only.
- 02) **Payment terms**: 60 days from the date of supply duly certified by the User department.
- **03**) **Delivery Schedule**: The firm to quote their best delivery schedule for supply and installation & commissioning of the item.
- **04**) Indicate all applicable GST.
- 05) FAX / EMAIL quotations not accepted
- **06)** Validity of quotation: 90 days from the date of opening of the tender.
- 07) **Price:** The prices are to be indicated on "FOR BEML MYSORE" basis and inclusive of packing, forwarding and freight and Insurance charges. Taxes and duties are to be indicated separately.

The scope of supply and the break up prices of all the items (for equipment and accessories) included therein should be clearly indicated.

As per Govt of India rules Income Tax will be deducted at source against services provided in India.

The quoted prices should be firm through the period of contract. BEML Mysore (i.e., Delivery to our stores including packing, forwarding, freight, insurance etc..)

08) Performance Bank Guarantee (PBG)

The firm should submit a Performance Bank Guarantee as per BEML approved format as coverage for the following and PBG should be provided dring the period as indicated below: -

Sl. No.	Coverage for	PBG should be submitted	PBG validity
1	10% of the PO value	Before the release of final	Valid for a period of
	towards Performance	payment	12 months from the
	Guarantee during		date of commissioning
	warranty period		and acceptance

PBG should be drawn on **Nationalized Indian Bank**

09) Packing:

The items in the scope should be neatly packed for safe transportation. The supplies should accompany packing list.



(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.

10) LD Clause:

The Equipment's complete in all respects shall be delivered as per schedule indicated in the purchase order.

The price and delivery quoted would be the major factors in considering and evaluating the offers.

The firm should indicate Time required for Commissioning and Prove out of items at site. Delayed Delivery, prove out due to reasons whatsoever, beyond the agreed schedules will

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.

11) Warranty:

attract L.D. clause as follows.

The firm shall warranty that the supplies made under the contract shall fully comply with the specifications laid out and shall provide warranty for 12 months from the date of commissioning and acceptance.

Warranty shall be applicable on the entire system including all the equipments, accessories and spares supplied by the firm against all defects arising out of bad design, workmanship and materials.

The firm shall also replace such defective parts free of cost at our works and incidental charges incurred if any for such replacement / rectifications and the services of Firms Engineers utilized for such purposes shall be without additional charges.

12) **Spares**:

Till the end of Warranty period, it is the responsibility of the firm to replace the spares required free of cost. All expenses incurred like CIF charges, Customs Duty, Inland transport, Insurance and any other incidental charges will be to the firm's account.

13) Spares & Service Support:

The firm should guarantee the spares, service and software support for a period of minimum 05 years from the date of supply of the equipment. The firm should have sufficient stock of spares and consumables required for the equipment supplied, so that in case of service call from BEML the firm should be able to attend to the problem within a short period of time.

14) Installation & Commissioning:

The scope includes Installation and commissioning of the total system at BEML and proving the system for its performance and shall be completed within the period indicated in the P.O.

1. Installation, Commissioning and Performance prove out of all the items in the scope of the Purchase Order.



(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.

- 2. The integration of the accessories in the scope to work as a system is the responsibility of the firm.
- 3. Safety and Compliance of statutory requirements like wage, ESI, PF, Personnel Protective devices of the personnel deputed by the firm, Compliance of Local labour regulation if any for installation and commissioning of the above system is the responsibility of the firm. Any accident happening during the installation & commissioning, is sole responsibility of firm.
- 4. The firm has to depute the experienced staff for commissioning work of the machine and has to produce the identification card, ESI/ Accidental insurance policy copy for the personnel deputed.

15) Inspection Report:

In case of supplies each consignment shall be accompanied by a supplier's inspection report certifying that the stores conform to the required specifications. However BEML reserves the right to inspect the stores when received at works and our inspection will be final.

- 16) BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.
- 17) **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
- 18) **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.
- 19) **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.
- 20) BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.
- 21) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- 22) Incomplete offers are liable for rejection.
- 23) Offers not confirming to the above terms are liable to be ignored.

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.



(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.

- 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) If minimum deliver schedule is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.



(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: 6300030487 Date: 29.11.2019

Annexure -'A'

General Data	a in res	spect of	your (Company	(i.e	compa	ny	profile)	١.

Sl.	Description	To be Filled and/ or documents to be
No.		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	
7.	Brand / Make (supply & installation of Air Conditioner for Cam Profile Measuring Machine)	

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

Signatı	ıre with date of Authorized signatory
1	Name:
1	Designation:
Firm's	s Seal:



(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: 6300030487 Date: 29.11.2019

Annexure - B

UNDERTAKING

This is to certify that (Name of the Firm) has not been	en
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 signator	ry
Name:	
Designation:	
Firm's Seal:	



(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: 6300030487	Date: 29.11.2019
	Annexure - C
<u>Undertaking</u>	
То:	
The General Manager (Corporate Materials),	
M/s. BEML LTD	
Bangalore-27	
Dear Sir,	
Having examined the Bid 6300030487 dated 29.10.2019 the acknowledged, we, the undersigned, hereby confirming that we the terms & conditions available in the tender. Further, we indexecute the assignment as per the tender terms and conditions.	read, understood and accepting all
Signatur	re with date of Authorized signatory
	Name:
D	Designation:

Firm's Seal:



(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: 6300030487 Date: 29.11.2019

Annexure-'D'

Technical Specification and Scope of supply: Floor Standing (Tower Type) Air Conditioner Unit

Scope: Supply, Installation, Commissioning and Performance Proveout of One set consisting of 3TR \times 2 units Floor Standing (Tower type) Air conditioner as per the technical specification in Annexure-D and General terms and conditions (Page No.7 to 10) as above.

Table-1 Technical Specification - To be filled by the firm and enclosed with Technical Bid

Sl. No	Description	Specification Required by BEML	Specification of the Air Conditioner Offered by the firm
1	Туре	Floor Standing (Tower Type) Air Conditioner Unit (Slim Vertical Compact unit)	
2	Nominal Cooling Capacity	3TR x 2 units	
3	Star rating	Min. three star (if applicable)	
4	Refrigerant gas (Included in the scope)	R410A	
5	Qty	One Set consisting of 3TR x 2 units (each unit consists of 1 no. Indoor unit, 1no. outdoor unit, Remote, accessories, standard length of copper piping with power cable, insulation & drain pipe etc.,)	
6	Place of installation	Inspection Room, Engine Division, BEML Ltd., Mysore	
7	Location of out door unit	The out door unit to be installed outside the building at an approx. distance of 6 m from the indoor unit.	
8	Power Supply	415v, Three Phase, 50Hz, AC supply	
9	Documentation	Operating & instruction manual, Warranty Card etc.	
10	Make	Blue Star Ltd. /VOLTAS /CARRIER/ Blue Star/reputed make	
11	Warranty	Min. One year for the product and 5 years for the compressor.	
12	Colour	White preferred.	



(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.

13	Installation and	To be carried out by the firm	
	Commissioning at site	-	
14	Other hardware/accessorie	es	
14.1	Hard Run Copper pipe	for 6m distance of indoor to out door	
	with insulation,	unit (For each unit of AC)	
14.2	Copper electrical cable	for 6m distance of indoor to out door	
		unit (For each unit of AC)	
14.3	Aluminiumcasing	for 6m distance of indoor to out door	
	channel	unit (For each unit of AC)	
14.4	Drain line	As per the site condition	
15	Outdoor Stand	2 Nos.	
16	Indoor stand	2 Nos.	
17	Necessary hardware items for installation is part of the scope.		
18	Voltage stabilizer of reputed make & suitable rating – 2 Nos. if		
	required.		
19	The detailed specification and product catalogue to be enclosed		
	with the quotation.	-	

Table-2 Scope of supply (To be filled by the firm and submitted along with Technical Bid)

Sl. No	Description	Qty Required	Qty Quoted by the firm
1	Supply, Installation,	1 Set	
	Commissioning and Performance		
	prove out of Floor standing Tower		
	type Air Conditioner. (One set to		
	consist of 3TR capacity x 2 units,		
	with indoor and outdoor stand,		
	mounting hardware, voltage		
	stabilizer (if required) etc., as per		
	Annexure-1.		
	The following items Required for 6		
	m distance between indoor and		
	outdoor unit to be supplied with		
	each unit.		
	a) Hard Run Copper pipe with		
	insulation.		
	b) Copper electrical cable.		
	c) Aluminium casing channel.		
	d) Drain line.		
2	Installation and commissioning	L.S	



(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.

General Points: Table – 3 (To be filled and attached with Technical Bid)

Sl. No	Description	(Acceptance/ Confirmation to be filled by the firm)
1	The firm to quote for the item meeting the above specification.	
2	Place of installation : Engine Division, BEML Ltd., Mysore	
3	Validity of the quotation (3 months as per tender)	
4	Delivery Period and Installation & Commissioning Period (To be indicated)	
5	Acceptance to L.D clause as per tender (To be accepted as per Tender)	
6	Delivery Terms (Door Delivery – BEML Mysore as per Tender)	
7	Submission of Performance Bank Guarantee (10 % of P.O value for Warranty period)	
8	Payment Terms (Indicate only terms without price details)	
9	Mention applicable GST (In words mandatorily without prices)	
10	Spares and Service support (To be confirmed as per tender)	
11	The relevant product catalogues (Should be enclosed with the quotation)	
12	The equipment should be neatly packed for safe transportation.	
13	Technical Documentation: Operation, Maintenance, spare	
	parts manuals, should be supplied in triplicate along with the	
	equipment.	
14	Training: The supplier shall impart necessary training to BEML engineers in the areas of equipment operation, maintenance. This should be sufficient enough for BEML personnel to operate and maintain the Equipment.	

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



(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: 6300030487 Date: 29.11.2019

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.



(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.

- 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".



(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.

- 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	of Authorized signatory
Name:	
Designation: _	
Firm's Seal:	



(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: 6300030487 Date: 29.11.2019

Annexure-'F'

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

Annexure	Particulars	Details to be uploaded by	Complied
		service Provider	YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in	
		format as per Annexure-A	
		in collaboration folder	
В	An undertaking as to be submitted stating that the	As per Annexure-B	
	bidder is not banned / black listed / debarred from	certified by the authorized	
	Trade by any Central / State government	signatory of the bid to be	
	department / Autonomous institutions or PSUs in	uploaded in the	
	India.	collaboration	
С	An undertaking has to be submitted by the bidders	As per Annexure-C	
	stating that they have read, understood and agree	certified by the authorized	
		signatory of the bid to be	
	to all Tender terms & conditions.	uploaded in the	
		collaboration	
D	Floor Standing (Tower Type) Air Conditioner Unit	As per Annexure-D to be	
		signed and uploaded in	
		the collaboration folder.	
Е	Special Conditions arising out of implementation	As per Annexure-E to be	
	of GST Tax Indemnity clause	signed and uploaded in	
		the collaboration folder.	

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