



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: 6300018271

Date: 05/02/2018

TENDER DOCUMENTS

**REQUEST FOR PROPOSAL FOR SUPPLY & INSTALLATION OF 27 NOS. SPLIT AIR
CONDITIONERS**

Last date for submission of the bid is 21/02/2018 before 2.00 PM

**Dy. General Manager
Corporate Materials.**

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

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1. 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.

2. 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 Split Air Conditioners
Quantity	27 Nos.
Delivery	To be delivered and installed at Sambalpur, Dhanbad, Hyderabad, Mumbai, Udaipur, Ahmedabad, Asansol, Nagpur, Chandrapur, Mysore as per Annexure-E
Specifications	As per Annexure-D
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening 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 21.02.2018 @ 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)



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

1. Earnest Money Deposit (EMD):

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.14,000/-** (Rupees Fourteen Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

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

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300018271 dated 05.02.2018, Closing date 21.02.2018 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

Dy. 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 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.

Quotation submitted online 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. 14,000/- 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 and installation.

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 or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.



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Tender shall be opened on closing date i.e 21.02.2018 @ 15.00hrs

Technical bid of bidders whose EMD/firms claiming EMD exemption certificate is not submitted thro courier/post in a sealed cover with in the closing date and time will not be considered for evaluation.

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. Specification as per Annexure 'D'
5. Location as per Annexure 'E'
6. Authorization Certificate from OEM.

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate 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.
-



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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 Tax details or any other commercial details may be entered under bidder's remarks against each item.

Bidder has to quote basic price and applicable taxes. in the item data column. Applicable taxes can be selected from the dropdown box. In case any applicable taxes 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.

<h3>3. Terms and Conditions</h3>

The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only

FAX / EMAIL quotations not accepted

Indicate all applicable GST separately

Indicate the warranty period

Payment terms: Payment will be made on 60th day from the date of receipt and acceptance of items at our respective divisions.

Delivery Lead Time: Item is required urgently. To be delivered within 15 days from the date of Purchase Order / LOI.

Delivery Terms: FOR BEML Limited i.e Sambalpur, Dhanbad, Hyderabad, Mumbai, Udaipur, Ahmedabad, Asansol, Nagpur, Chandrapur, Mysore.

Validity of quotation: 90 days from the date of opening of the tender.

Insurance: Freight, forwarding charges to your account.

Offers not confirming to the above terms are liable to be ignored.



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BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.

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

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.

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.

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.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

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.
- 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.



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4. General Terms and Conditions

(i) **ARBITRATION :**

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.



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Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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(vi) **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION**

“Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY**

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Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy Contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.



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Annexure –‘A’

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

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - B

UNDERTAKING

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

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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Date: 05.02.2018

Annexure - C

Undertaking

To:
The General Manager (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the Bid # **6300018271** dated 05.02.2018 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: _____

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Annexure - D

TECHNICAL SPECIFICATION OF SPLIT AIR CONDITIONERS

Air Conditioner 2.0 TON Split Type – 08 Nos.	
Description	Hi-wall mounted split type air conditioner of 2 TR capacity, Min 3 star rating along with cordless remote, suitable voltage stabilizer of reputed make, copper tube, drain pipe and necessary hardware's required for installation.
Nominal capacity	2.0 TR
Min. Star Rating	3
Accessories consists:	<ol style="list-style-type: none"> 1. Outdoor unit mounting bracket 2. Voltage Stabilizer 5 KVA 3. Copper piping with insulation (approx.5 mtrs) 4. Electrical cable 5. Standard Installation

Air Conditioner 1.5 TON Split Type – 16 Nos.	
Description	Hi-wall mounted split type air conditioner of 1.5 TR capacity, Min 3 star rating along with cordless remote, suitable voltage stabilizer of reputed make, copper tube, drain pipe and necessary hardware's required for installation.
Nominal capacity	1.5 TR
Min. Star Rating	3
Accessories consists:	<ol style="list-style-type: none"> 1. Outdoor unit mounting bracket 2. Voltage Stabilizer 5 KVA 3. Copper piping with insulation (approx.5 mtrs) 4. Electrical cable 5. Standard Installation

Air Conditioner 1.5 Window Type – 16 Nos.	
Description	Window Air conditioner of 1.5 TR capacity, Min 3 star rating along with non display remote, suitable voltage stabilizer of reputed make, drain pipe and necessary hardware's required for installation.
Nominal capacity	1.5 TR
Min. Star Rating	3
Accessories consists:	<ol style="list-style-type: none"> 1. Outdoor Stand 2. Voltage Stabilizer 5 KVA 3. Standard Installation
Make	Hitachi / LG / Samsung / Blue Star / Lloyd / Dalkin
Note : Extra copper pipe & electrical cable required based on site condition.	

Signature with date of Authorized signatory with company seal

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Annexure - E

ALLOCATION FOR SPLIT AC

Sl. No.	Name of Regional Office (RO) / District Office (DO)	Split Air Conditioners 1.5 Ton Capacity	Split Air Conditioners 2.0 Ton Capacity	Air Conditioners 1.5 Ton Window Type
01)	RO-Sambalpur	04 Nos.	--	--
02)	RO-Dhanbad	07 Nos.	--	--
03)	RO-Hyderabad	01 No.	--	--
04)	RO-Mumbai	01 No.	--	--
05)	DO-Udaipur	02 Nos.	--	--
06)	DO-Ahmedabad	01 No.	--	01 No.
07)	DO-Asansol	--	02 Nos.	02 Nos.
08)	RO-Nagpur	--	02 Nos.	--
09)	DO-Chandrapur	--	03 Nos.	--
10)	Mktg (Truck Dn), Mysore	--	01 No.	--
Total		16 Nos.	08 Nos.	03 Nos.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____