

BEML LIMITED
(A Government of India Undertaking)
BEML Soudha, S.R. Nagar, Bangalore-560 027
(Corporate Materials)

TENDER NOTICE

Ref: 6300039232/2025

Dt : 02.12.2024

Sub: Request for quotation for Supply of **Refined Sunflower Cooking Oil** to BEML Limited canteens at Bangalore & KGF (Price Contract for 6 months) from Jan 2025 to Jun-2025.

Tender closing date 17.12.2024 14.00 Hrs

BEML Limited, a leading Multi-technology and multi-location, 'Mini Ratna - Category -1 company under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and Defence Truck & Equipment.

BEML Limited desires to enter into long term contract for six Months for supply of **Refined Sunflower Cooking Oil** for canteen with firm price for six months, supply from Jan 2025 to Jun-2025.

The projected quantity is tentative and actual procurement will be indented every month or on need basis based on the consumption of **Refined Sunflower Cooking Oil** for 6 months is as follows:

Sl. No	Item	Unit	Bangalore Complex (Appr. Quantity)	KGF Complex EM Div. (Appr. Quantity)	KGF Complex H&P Div. (Appr. Quantity)	Total (Appr. Quantity)
1	Supply of Refined sunflower cooking oil (Sundrop, Sunflower, Gemini, Gold winner, Safal, Fortune, Sunpure, Sungold, Dhara brands) in returnable barrel, should have ISI or AGMARK gradation on the barrel/carbouys food grade with batch No. and date in 110/210 Ltrs etc	Ltrs	14,000	27,000	12,000	53,000

To participate in this e-tender you should have a **Valid Class-III Digital Signature** issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system.

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. 080-22963268

For BEML LIMITED

Asst. General Manager
(Corporate Materials)

INSTRUCTIONS TO BIDDER

Sub: Request for quotation for Supply of **Refined Sunflower Cooking Oil** to canteens at Bangalore and KGF Divisions (Price Contract for 6 months) - Jan 2025 to Jun-2025.

Quotations through SRM invited for supply of **Refined Sunflower Cooking Oil** to BEML Limited canteens , located at New Thippasandra, Bangalore - 75 and Kolar Gold Fields.

This Tender consisting of 3 parts

- 1. Part-A : Submission of Earnest Money Deposit through online/Manual**
- 2. Part-B : Submission of Technical Bid through SRM.**
- 3. Part-C : Submission of Commercial Bid through SRM.**

PART –A : SUBMISSION OF EARNEST MONEY DEPOSIT (EMD) AND SAMPLES

Earnest Money Deposit: Earnest Money Deposit (EMD) of Rs. 1,59,000 should be submitted, in the form of Demand Draft/ Banker's cheque from any **Nationalized/Commercial Bank** drawn in favour of BEML Ltd., Bangalore, payable at Bangalore.

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 or NSIC certificate, MSE Certificate (firms claiming EMD exemption) 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 & Time. Failure to do so will result in rejection of the bid.

The EMD should be submitted to The Asst. General Manager, BEML Limited, Corporate Materials, Room No 1, BEML Soudha, No 23/1, 4th Main, S.R. Nagar, Bangalore-560 027. Firms / suppliers exempted from EMD shall submit valid exemption certificate issued from Competent Authority. Please ensure that EMD is received before closing date & time as mentioned.

The above said Demand Draft (DD) / Banker's cheque / Exemption certificate shall be submitted in sealed envelope duly superscribing the SRM Bid no, **closing** date and time at the top of the envelope. The word "PART –A (Submission of EMD)" shall 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 prescribed EMD shall be dropped in the tender box placed at Corporate Materials Department (Room No.1) at the above address.

Quotation submitted in system without submission of EMD or sample as mentioned or EMD in the form other than the one specified or EMD with lesser amount will not be considered and quotations will be rejected.

EMD of un-successful bidders will be returned after finalization of contract and for successful bidder, EMD will be returned after completion of the supplies and certified by the divisions. No interest will be paid on the return of EMD.

In case, the firm after quoting withdraws his tender or refuse or delays in commencing supply, their EMD/ payment as the case may be, will be forfeited.

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

Open the following link:

<https://onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9359>

Read the terms & conditions, tick the acceptance box and click on Proceed.

In 'Select State' dropdown, select All India and click on the Go button.

In 'Select Payment Category', select EMD/ Tender Fee.

Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

The EMD may be accepted in the form of Original Insurance Surety Bonds, Accounts payee Demand Drafts, Fixed deposit Original Receipts, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or Online payment

PART-B : SUBMISSION OF TECHNICAL BID THROUGH SRM

Please upload the following documents in the system.

Scanned copy of the duly signed document in the format on your company letterhead to be submitted in the SRM.

1. If we are successful bidder minimum lead time required for supply of item after placing Purchase Order will be 07 days. (Mention the number of days required)
2. Accept the price contract for a period of 6 months with effect, tentatively from Jan 2025 to Jun-2025
3. Delivery: FOR Destination basis at KGF Complex, Kolar Gold Fields & Bangalore Complex, Bangalore.
4. The price is firm for a period of 6 months. Price quoted is on FOR Destination inclusive of GST.

The tenderer is also required to upload the scanned copies of the following documents/details along with the tender.

Technical Criteria

Sl No	Criteria Details	Documents required to be uploaded in collaboration Folder
01	The average annual Turnover for the last 3 financial years, i.e., 2021-22, 2022-23, 2023-24 shall not be less than Rs.24 Lakhs.	Please upload Audited Balance sheet and profit & Loss account statements of last 3 financial years OR CA certification for above 3 years shall be uploaded.
02	Experience and past performance on similar contracts (supply of groceries) for the last 3 years for having supplied to leading public sectors and other major organizations. Relevant documentary evidence to be scanned and uploaded. Order value should be valued Rs. 35 Lakh	Documentary proof i.e. Purchase order / Work order from the organization shall be uploaded.
03	Brief details about the Firm / Agency	Please upload filled in format as per Enclosure-1
04	Not banned/blacklisted/debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Enclosure-2
05	An undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all the tender terms and conditions.	Undertaking document as per the Enclosure-3
06	Special Conditions arising out of implementation of GST	Enclosure-4
07	Compliance Report	Enclosure-5
08	Bid declaration form	Enclosure-6
09	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number & ii. GST Registration details/ Certificate (if applicable)	Please upload scanned copies of i. PAN Number GST Registration details/ Certificate

Relevant documents are to be meticulously uploaded by the bidder.

Please ensure that no price details are mentioned in the technical bid or in the envelope with EMD. Offers with price details either in the technical bid (under Part-B) or in the envelope at Part-A will be rejected.

Tenders of those tenderers who fulfill the technical criteria mentioned above will only be considered.

If any shortfall documents required, same will be sought from the bidders. BEML reserves the right to have the option to go for third party inspection/certification for testing the samples supplied.

Commercial bids of those firms who qualify for the following parameters only will be opened.

PART-C : Submission of Price Bid (Through SRM)

Price Bid: Should contain price details and other relevant commercial issues.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

Sl. No.	Description	Unit	Unit rate /Litter
1	Supply of Refined sunflower cooking oil (Sundrop, Sunflower, Gemini, Gold winner, Safal, Fortune, Sunpure, Sungold, Dhara brands) in returnable barrel, should have ISI or AGMARK gradation on the barrel/carbous food grade with batch No. and date in 110/210 Ltrs etc	Ltrs	Unit rate / Ltr Price to be quoted only on SRM Portal

Bidder has to quote for all the items in Item data in BEML SRM system. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

Price bid of only technically accepted / qualified offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection

QUERY : In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of Office as mentioned below before bid closing date.

Contact Name & Address: The following officer can be contacted for any clarifications and / or bid submission:

AGM (Corporate Materials)
BEML Limited, BEML Soudha,
23/1, 4th Main, SR Nagar, Bengaluru - 560027
Phone: 080-22963179
E-mail to : lakshmana.murthy@bemltd.in

Other Terms & Conditions:

- Quantity indicated is tentative and it can vary on either side depending upon the requirement. No claim whatsoever may be made at a later date regarding the quantity variation. **This is unit rate Contract only.** Items to be supplied against quantity specified in the Purchase Order placed on the successful bidder from time to time based on the actual requirement.
- FAX / e-mail quotations are not acceptable and quotations will be rejected. Incomplete offers are also liable for rejection.

3. The quoted price / rate should be firm for 6 months. The quoted price/rate should be valid for acceptance of tender for a period of 60 days from the closing date of this tender.
4. Liquidated damages (LD) shall be applicable @ 0.50% per week and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.
5. BEML Limited reserves the right to accept or reject any offer in part or full which shall be binding on the supplier.
6. The EMD as stated above should be submitted to, The Asst. General Manager, BEML Limited, Corporate Materials, Room No 2, BEML Soudha, No 23/1, 4th Main, S.R.Nagar, Bangalore.560 027. Please ensure that EMD is received on or before bid closing date and time as mentioned in tender.
7. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for rejection.
8. **Division of Patronage** : The order will be placed on L1 & L2 firms on 60:40 ratio, if L2 firm accept L1 price. In case two or more firms are L1 for a particular item the order will be placed on both or more firms for the quantity which will be divided equally among the L1 firms.
9. **Price Bid Validity**: should be valid for 120 days from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.
10. **Payment terms**: 100% payment on 45th day from the date of receipt of materials for MSE , for others 60 days from the date of receipt of materials.
11. **Supply**: FOR Destination basis at BEML Kolar Gold Fields (EM division & HP division) and Bangalore Complex, within 07 days from date of receipt of Purchase order.
12. **Contract Period** : From Jan-2025 to Jun-2026. It may be increased or decreased with mutual discussions.
13. **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/en-cash of EMD/PBG.
14. Date of Packing and date of Expiry on all the packs/containers/barrel to be printed mandatory as per FSSAI norms, otherwise lot will be rejected.

General Terms & Conditions

1. **ARBITRATION**: 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.
2. **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.

3. **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.

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

4. **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.
5. **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 hereof. 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.
6. **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:** 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.
7. **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.

8. 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.

For BEML LIMITED

Asst. General Manager,
(Corporate Materials)

TENDER No:

Date:

Enclosure-1

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 Details	
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: _____

TENDER No:

Date:

Enclosure-2

UNDERTAKING

- a. 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.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

TENDER No:

Date:

Enclosure- 3

Undertaking

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

Dear Sir,

Having examined the Bid , 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 supply, Sun flower oil as mentioned brands only as per tender document specification to BEML Canteens located at Bangalore & KGF as per your schedules.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal:_____

**Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)
Tax Indemnity clause**

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
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:

for M/s.....
Signature

COMPLIANCE REPORT

Sl. No.	Description	Compliance Yes /No	Remarks
1	If we are successful bidder minimum lead time required for supply of item after placing Purchase Order will be 07 days.		
2	We, accept the price contract for a period of 6 months with effect, tentatively from Jan-Jun 2025. The price is firm for a period of six months. Price quoted is on FOR Destination inclusive of GST.		
3	100% payment on 45 th day from the date of receipt of materials for MSE , for others 60 days from the date of receipt of materials.		
4	Delivery: FOR Destination basis at KGF Complex, Kolar Gold Fields & Bangalore Complex, Bangalore.		
5	If the contract is awarded to you against above referred tender, then the brands which you will supply to be indicated in technical bid, so that same will be incorporated in the purchase order and material acceptance will be carried out accordingly.	Please indicate Brand of supplying if contract awarded.	
6	Date of Packing and date of Expiry on all the bags to be printed mandatory as per FSSAI norms		

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Bid Security Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, M/s _____ {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI)/ PO/Contract , then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of _____ {Name of State Agency} and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____