



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: 6300031063

Date: 03/01/2020

TENDER DOCUMENTS

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF CONSULTANT FOR COMPLIANCE MANAGEMENT SERVICES IN BEML LIMITED.

Last date for submission of the bid is 24.01.2020 before 2.00 PM

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



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.

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 its manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Office at Bangalore.

BEML Limited (hereinafter referred to as BEML/Employer) is a Govt. of India Undertaking and a Govt. Company within the meaning of Section 2(45) of the Companies Act 2013 with Government of India shareholding of 54% of the total equity and the rest of the shareholding of 46% is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees. BEML is under the administrative control of Department of Defence Production, Ministry of Defence. BEML wishes to receive bids on Single Stage Two Envelope System for the Engagement of consultant for Compliance Management Services in BEML as summarized herein below and described in the Bid Document, hereinafter referred to as the "Services". The bids shall be submitted online through SRM portal.

1. Bid Submission Process

You are required to submit bid in two bid (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).

For any enquiry/clarification for registration, submission of Bids and any other information, the Bidder may contact the following person:

Sl. No.	Designation	Address	Contact No.
(i)	Company Secretary	BEML Soudha, 23/1, 4th Main SR Nagar, Bengaluru- 560027, Karnataka, India	9945377892



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.

All correspondence with regard to the above shall be made at the following address:

Company Secretary
BEML Limited
BEML Soudha, 23/1, 4th Main SR Nagar, Bengaluru- 560027, Karnataka, India
Telephone No.: +91-9945377892,
Email: cs@beml.co.in

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 24.01.2020 @ 14.00hrs.

This Tender consisting of three parts:

Part - A	Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through Manual mode or Online payment
Part - B	Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system
Part - C	Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system

PART A – Pre-Qualification Bid (Submission of EMD) through Manual Mode or by online

1. Earnest Money Deposit (EMD):

EMD amount of Rs 80,000/- can be paid online or can be submitted in the form of Demand Draft/ Banker's Cheque/ Online payment.

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

- Open the following link:
<https://www.onlinesbi.com/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 of Rs 80,000/-.
-



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.

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

Payment of EMD amount through DD / Banker's Cheque :

- EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs. 80,000/- drawn in favour of BEML Ltd, Bangalore payable at Bangalore.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in Sealed envelope duly super scribing the Bid Invitation No. 6300031063 dated 03/01/2020, Closing date 24/01/2020 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

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.

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.

- c) 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/ Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 80,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC Certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e 24/01/2020 @ 15.00hrs
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per Annexure 'A'
-



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.

2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Technical Eligibility and qualification form as per Annexure 'D'
5. Firms professional experts with work Experience as per Annexure 'E'
6. Proforma for agreement as per Annexure 'F'
7. Special Conditions as per Annexure 'G'
8. Technical Compliance sheet as per Annexure 'H'

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.

PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

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

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

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

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.

2. Scope of work

It includes following phases:

Phase 1:

Finalize compliance procedures

Based on discussions and inputs from BEML, consultant would document compliance procedures including:

- criteria for rating compliances
- frequency of reporting of compliances
- determination compliances that would be self-assessed by personnel

Phase 2:

Legal content preparation, ownership mapping and training

2.1 Identify applicable compliances

Consultant would carry out discussions/meeting with functional heads from areas such as Human Resources, Finance, Secretarial, Legal, Marketing, Security, Taxes, Environmental etc. Applicable Acts/Rules/Regulations etc. will be discussed and finalised with relevant functional heads within BEML. Consultant and BEML shall mutually agree the list of Acts/Rules/Regulations etc. to be mapped and complied with.

2.2 Conduct Workshops to finalise applicable compliances & their ownership

Consultant would conduct workshops at centralized locations where all the relevant stakeholders will be participating.

The purpose of the workshop is to:

- Elucidate the applicable compliances- (Statutory compliances)
- Train and orient personnel on relevant compliance obligations and consequences of non-compliance
- Share compliance practices within the participating teams
- Finalise maker-checker responsibilities for the compliances
-

The project coordinator would seek the ownership mapping before we engage with them on workshops.

Phase 3:

One-time deployment of a technology solution (**Software**) – Compliance Manager



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.

Consultant shall upload the validated and approved compliance checklists, including mapping of the compliances as per hierarchies provided by management on the tool (Software). Any subsequent changes to the ownership mapping or compliances (after the first upload) will be done by BEML.

Software should have at least the following capabilities:

- Capture compliance checklist by category
- Define compliance owner (Primary/ secondary)
- Define workflow
- Define escalation Matrix
- Send reminder with predefined lead time for compliance update.
- Predefined reports for compliance/ non-compliance
- Dashboard for Senior Management

Hardware required for running the Compliance Manager should be included in the proposal. Any software license requirements also should be specified and provided by the vendor

The software should be deployed on BEML Intranet and deployment should be vendor responsibility.

Any subsequent changes to the ownership mapping or compliances (after the first upload) will be done by BEML.

Phase 4:

Training of users

4.1 Tool Administrator training:

Consultant shall conduct training sessions for the compliance to administrators/ users

4.2 Train the trainer training program

BEML will identify master trainers within the company to impart the compliance tool training. Consultant will conduct training sessions for these master trainers (up to 2 sessions). The master trainers will in turn cascade the training to the relevant units, as required.

Phase 5:

Technical query resolution

Consultant shall provide query resolution to BEML for which BEML will provide:

- the consultant with access to FTP server or Team Viewer / Web Ex or any other free remote access software for hassle free updating and maintenance activities as well as for training, replication and diagnosis of issues
 - relevant database backup files on request,
-



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.

- remote access to production server for installation of the application and any database / updates as and when required

In case BEML opts for Active Directory then the BEML IT team must provide Login credentials, along with access to a machine which can be used by consultant for a period of 3 months post deployment on servers to ensure replication and resolution is possible

Phase 6:

Legal updates

- Compile and circulate relevant legal updates as applicable to BEML on monthly intervals, for a period of one year from the "go live" date. However, if there are any critical updates, the same shall be notified immediately
- For the purpose of this service, legal update means any bills, amendment or enactment or repeal of any legislation or rules or regulation which shall impact any existing provision(s) of the compliance checklist documented at the "go live" date. It shall also include any new provision/legislation introduced which would, in the ordinary course of business, form part of the compliance checklist.
- The source of such legal update is information as is made available in the public domain. Public domain shall mean Central and State Gazettes to the extent that these are published and are available to the public and Information made available on the Central and State Government Websites.

The legal update shall be circulated, on a monthly basis, to BEML either through the tool or via an email update to BEML designated tool administrator.

3. Pre bid Meeting

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Employer at his mailing address indicated in Bidding Documents.

Verbal clarification and information given by Employer or his employee(s) or his representative(s) shall not in any way be binding on Employer.

LOCAL CONDITIONS:

Prospective Bidders shall inform themselves of local conditions and factors, which may effect execution of the Contract and they shall be sole responsible for the same. Employer shall have no responsibility what so ever towards this and shall not entertain any request for clarifications from



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.

the Bidders, in this regard. The Employer shall assume that Bidders have properly investigated such factors before bid submission. No claim of whatever nature either towards cost or extension of contract completion period due to these matters shall be entertained by the Employer at any time during the pendency of the Contract.

Bidders are invited to attend a pre-bid meeting. The purpose of the above meeting is to provide clarification to Bidders on Bid Documents, Bidding Conditions and Technical Specification. Bidders are requested, to submit questions/ clarification in writing, so as to reach the Employer not later a day prior to such meeting. Employer's responses, on questions raised will be transmitted without any delay to all the purchasers of the Bidding Documents. These will also be published on the website referred to in this document.

Bidders are encouraged to attend the pre-bid conference. Nonetheless, the non- attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Pre-bid meeting will be held on 13/01/2020

4. Amendment to Bidding document

At any time prior to the deadline for bid submission, the Employer may, for any reason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment (s).

The amendment will be notified on the website by issuing corrigendum and the same will be uploaded on BEML Website and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The Employer will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for Bid Submission in such cases, the Employer shall notify on the website by issuing corrigendum of the extended deadline.

All notifications and clarifications also are uploaded by Employer on the website.

All amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

5. Eligibility criteria

This Invitation for Bids is open to firms/LLPs/companies, Government Owned or Private registered and incorporated in India as per relevant statute, Firms/LLPs/ companies not registered/

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.

incorporated in India are not permitted to bid for Domestic Competitive Bidding. Also firms, corporations and companies banned by the Employer or other subsidiary companies of BEML or other state/center undertakings or other government entities cannot participate in the bidding process.

Bidder(s) not to have Conflict of Interest: A Bidder shall not have a conflict of interest. Any Bidder found to be having a conflict of interest shall be disqualified. The bidder shall be considered to have conflict of interest with one or more parties in this bidding process, if:

a) They have a controlling partner in common,

They receive or have received any direct or indirect subsidy from any of them; or

They have the same legal representative for purpose of this bid; or

They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or

A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the services/works that are subject of the bid, or

The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

6. Qualifying requirements of Bidders.

Sl. No.	Minimum Qualifying Requirements	Supporting documents required
1.	Entity type The bidder should be a Partnership firm/ Limited Liability Partnership firm (LLP) / a company registered in India. The minimum number of partners in the firm/ LLP shall be 5 in numbers in last 3 years of which there shall be minimum 2 partners working only on advisory services.	Copy of Partnership Deed or Certificate of Incorporation and a declaration to this effect from the bidder
2.	Compliance Management related experience The Consultancy/ Advisory firm should have handled Compliance Management related advisory services for	Copy of work order/ LOA issued by the Company or engagement letter entered by the bidder with

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.

Sl. No.	Minimum Qualifying Requirements	Supporting documents required
	at least 3 companies having a turnover of more than INR 2,000 crores.	the Company and acknowledged by the Company
3.	Number of implementations The Consultancy/ Advisory firm should have handled Compliance Management related advisory services for at least 25 companies.	List of companies at which compliance tool has been implemented.
4.	Blacklisting Bidders should not have been banned/ de-listed/ black listed/ debarred from business by Ministry/ Government of India/any PSU/any Government Department/Funding Agency (such as the World Bank, ADB, etc.) on grounds of corrupt/fraudulent practices and/or by BEML and its Subsidiaries on any grounds.	A declaration to this effect from the bidder
5.	MAAT The Firm should have minimum annual average turnover of at least INR 7 crores in the best 3 (three) years out of the last 5 (five) years ending at the date of bid opening.	Copy of audited financial statement for the selected 3 years. If, the last years financial statement is unaudited, a CA certificate certifying the turnover for the financial year ended March 2019
6.	Net worth The bidder should have positive net worth in the last financial year (i.e. year ended March 2019) ending at the date of bid opening.	A declaration to this effect from the bidder

Note: Relevant documents to be scanned and uploaded on SRM Flat form or bid will be rejected.

7. 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

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.

3. FAX / EMAIL quotations not accepted
4. Indicate all applicable GST separately
5. Payment terms: In consideration of the Services performed by the Successful Bidder under this Contract, BEML shall make payment within 60 days after satisfactory completion of the Milestones as below to the Consultant after effecting all statutory deductions, if any:

Sl. No.	Milestone	Schedule of completion	Percentage of payment (% of total cost)
1.	On completion of Phase I & II	Within 2 months of start of engagement	20%
2.	On completion of Phase III	Within 1 month of from completion of Phase II	40%
3.	On completion of IV	Within 1 month of Phase III completion	20%
4.	After completion of phase V & VI	On completion	20%

6. Validity of quotation: 90 days from the date of opening of the tender.
7. Warranty Clause: The Successful Bidder shall provide warranty for the deliverables under this contract for a period of One year from the date, they are put to actual use and if any defects are found within the above said period, for any one of the above said reasons, they will be replaced free of cost at your works
8. Successful Bidder is required to submit Performance Bank Guarantee for 10% of tender value drawn on Nationalized Banks/ scheduled Banks . Validity of Bank Guarantee for Performance Security will be 60 days beyond scheduled completion period of the project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performance guarantee.
9. Offers not confirming to the above terms are liable to be ignored.
10. 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
11. 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



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.

reserves the right to review and modify the contract at any point of time during the contract period.

12. 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 Contract.
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/encash of EMD/PBG.
14. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
15. Incomplete offers are liable for rejection.
16. 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 are not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

OTHER TERMS AND CONDITIONS:

OBLIGATIONS OF CONSULTANT:

1. The Consultants shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carryout all responsibilities in accordance with the recognized professional standards. In carrying out the services, the Consultant shall follow the "Scope of Work" as mentioned in this tender.
 2. All reports, other documents and software prepared by the Consultants for BEML under this Contract shall become and remain property of BEML and the Consultants shall, before expiration of
-

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.

this contract, deliver all such documents to BEML together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software with the prior written consent of BEML.

3. The Consultants shall take all necessary steps to ensure confidential handling of all matters and consulting firm should not disclose except as required by law/ order of the court or by any regulatory authority, any confidential information relating to BEML without written consent of BEML.

The Consultant shall not subcontract the whole or any part of the Services

FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,
- b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,
- c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
- d) Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.
- e) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- f) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended.

Force Majeure shall not include:

- g) Any event which is caused by the negligence or intentional action of the Party or its agents or employees, nor
 - h) Any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
 - i) Insufficiency of funds or failure to make any payment required hereunder.
-



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.

NO BREACH OF CONTRACT:

- A) The failure of Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

EXTENSION OF TIME:

- A) Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, the extended time of any event of Force Majeure shall be mutually agreed between the Parties.

TERMINATION:

BEML may, by not less than thirty (30) days' notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause, terminate this Contract:

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of termination or within such further period as BEML may have subsequently approved in writing.
- b) If, BEML, in its sole discretion and for any reason whatsoever, decide to terminate this Contract.

PAYMENT UPON TERMINATION:

- A) Upon termination of this Contract under the circumstances mentioned above BEML shall pay to the Consultants, the amount which shall have become due hereof for the Services satisfactorily performed prior to the effective date of termination.

FRAUD AND CORRUPTION:

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.

- a) It is the BEML's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BEML authority:
 - b) defines, for the purpose of this provision, the terms set forth below as follows:
 - c) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - d) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - e) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - f) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - g) "obstructive practice" is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede BEML's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

 - acts intended to materially impede the exercise of the Employer's inspection and audit rights.
 - h) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - i) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
 - j) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.
-



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.

FAIRNESS AND GOOD FAITH:

Good Faith

Both the Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Operation of the Contract

Both the Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agreed that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the terms of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

SETTLEMENT OF DISPUTES:

Amicable Settlement

- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
 - 1.1.1. Arbitration
 - b) All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
 - c) The arbitration shall be conducted by a Sole Arbitrator to be appointed by the Employer. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The venue of arbitration shall be Bengaluru.
 - d) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
-



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.

EFFECTIVE DATE OF CONTRACT:

The contract shall become effective for all purposes from the 7th day of issue of letter of award (LOA).

SIGNING THE CONTRACT AGREEMENT:

- A) At the same time as the BEML authority notifies the successful Bidder that its bid has been accepted, the BEML authority in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- B) The Contract Agreement shall be prepared within Thirty (30) days of the award of the Contract and the successful Bidder and the BEML authority shall sign and date the Contract Agreement (Proforma provided in Annexure-IV). immediately thereafter and shall attend the office of Company Secretary at BEML, Bengaluru.

GOVERNING LAWS AND JURISDICTION:

The Contract shall be governed by and interpreted in accordance with laws of Republic of India and the Courts at Bengaluru shall have exclusive jurisdiction in all matters arising under this Contract.

For & on behalf of BEML,
Company Secretary
BEML Soudha, 23/1, 4th Main SR Nagar, Bengaluru-
560027, Karnataka, India
Telephone No.: +91-9945377892,
Email: cs@beml.co.in



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: 6300031063

Date: 03.01.2020

Annexure – 'A'

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

Sl. No.	Description	To be Filled and/ or documents to be uploaded	
1	Name of Bidder		
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.		
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank Name :- Address :- Bank account number :- IFSC code:	
4	Cancellation of Cheque	Scan copy through SRM Platform	
5	PAN Number		
6	GST Number		
7	ISO Certificate		
8	Description of Business & Business background		
9	Details of Annual Turnover for the previous 3 years i.e., for the period FY 2016-17, 2017- 18, 2018-19 (in Rs. Lakhs)	Financial Year	Annual Turnover
		2016-17	
		2017-18	
		2018-19	
Please upload the required documents in SRM Portal.			

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

Signature with date of Authorized signatory



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.

Name: _____

Designation: _____

Firm's Seal: _____

TENDER No: 6300031063

Date: 03.01.2020

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: _____



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: 6300031063

Date: 03.01.2020

Annexure-'C'

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300031063 dated Date: 03.01.2020 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)

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

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

TENDER No: 6300031063

Annexure 'D'
Date: 03.01.2020

TECHNICAL ELIGIBILITY & QUALIFICATION FORM

Sl. No.	Criteria	Attachment(Y/N)	Nos. in Figure & Words
1.	Copy of Partnership Deed/Certificate of Incorporation		
2.	Completion certificate issued by the public sector undertaking or automotive client for completion of Compliance Management work or A self-certification along with the copy of work order/ LOA/ engagement letter issued to/ by the public sector undertakings or automotive clients but duly acknowledged by the Company (ie client of the bidder)		
3.	An undertaking regarding Blacklisting		
4.	Audited accounts and certificate issued by statutory auditor to be submitted		
5.	An affidavit or a self- declaration regarding carrying out Compliance Management work for last 5 years		

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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.

Annexure 'E'

TENDER No: 6300031063

Date: 03.01.2020

FIRM'S PROFESSIONAL EXPERTS WITH WORK EXPERIENCE

Sl. No.	Name of the Expert	Qualification	Duration of experience

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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.

PROFORMA FOR AGREEMENT

Annexure 'F'

TENDER No: 6300031063

To be executed in NJSP of requisite value as per the State Stamp laws

CONTRACT AGREEMENT

This Contract Agreement (Agreement) is made on the _____ day of _____ (Effective date) by and between BEML Ltd., a Government of India Undertaking, under Ministry of Defence having its Corporate Office at BEML SOUDHA, No.23/1, 4th Main S R Nagar, Bengaluru -560 027 represented by its ___ - Shri (hereinafter called "BEML/Employer", which term shall unless repugnant to the context, includes its successors and permitted assigns) of the first part

and
M/s.

(Name and address of Consultant) (hereinafter called "the Consultant", which term shall unless repugnant to the context, includes its successors and permitted assigns) of the other party
Hereinafter, BEML and the consultant are individually be referred to as 'Party' and collectively as 'Parties'.

Whereas BEML with intend to appoint a consultant for compliance Management services, issued Tender document bearing No. dated..... The Consultant having understood the requirement of BEML, submitted its bid undertaking to execute the contract in accordance with terms of the bid document.

Whereas, the consultant has emerged as the successful bidder (L1 bidder), and BEML issued Work Order/Letter of Award (LoA)/Engagement Letter on the consultant and the Consultant has agreed to execute the work in terms of the bid document and Work Order/Letter of Award (LoA)/Engagement Letter.

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.

Whereas, in terms of the bidding document, the Consultant is required to execute an Agreement with BEML and accordingly, this Agreement has been executed.

NOW THIS AGREEMENT WITNESSETH as follow:

1.SCOPE:

The Scope of work under this Agreement is as mentioned in the bidding document under Phase -1 to Phase -6.

2.TERM OF AGREEMENT:

The period of this Agreement shall be XXXX from the effective date with an option for BEML Ltd. to extend for a further period of one year or part thereof on the same terms and conditions with the mutual consent of the Consultant.

3.ROLES AND RESPONSIBILITIES OF THE PARTIES:

- i. The Consultant shall comply with all applicable Laws, Rules, Notifications etc.,
 - ii. The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carryout all responsibilities in accordance with the recognized professional standards.
 - iii. The Consultant shall promptly replace any employee within days after notifying for the same assigned under this contract whose performance is considered unsatisfactory by the Consultant/BEML. In carrying out the services, the Consultant shall follow the "Scope of Work" as mentioned in this tender.
 - iv. All reports, other documents and software prepared by the Consultant for BEML under this Contract shall become and remain property of BEML and the Consultants shall, before expiration of this contract, deliver all such documents to BEML together with a detailed inventory thereof. Any improvement/upgradation required for the software for the services, the Consultant shall provide such improvement/upgradation to BEML and the same will also be property of BEML. The Consultant shall also provide maintenance services for a period of _..... from the date of expiry of this Agreement on the rates mutually agreed between the Parities. The Consultant may retain a copy of such documents and software with the prior written consent of BEML.
-

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.

- v. The Consultant shall take all necessary steps to ensure confidential handling of all matters and consulting firm should not disclose except as required by law/ order of the court or by any regulatory authority, any confidential information relating to BEML without written consent of BEML.
- vi. The Consultant shall provide training to the notified personnel of BEML from time to time as may be required for implementing the services.
- vii. The Consultant shall **not subcontract** the whole or any part of the Services under this Agreement without written consent of BEML.
- viii.
- ix.
- x. If the work is not carried out satisfactorily the Consultant shall suspend the execution of the work or any part thereof whenever called upon in writing by BEML and shall not resume the work thereon until so intimated. The Consultant shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Consultant.
- xi. BEML shall provide necessary information from time to time required to fulfill the consultant's obligations under the scope of work.

4.CONTRACT PRICE:

The Contract Price for the services shall be Rs. _____ (Rupees_____ only). In consideration of the Services performed by the Consultant under this Contract/Agreement, BEML shall make payment of the said contract price to the Consultant by NEFT/RTGS in the following manner after effecting all statutory deductions, if any:

Sl. No.	Milestone	Schedule of completion	Percentage of payment (% of total cost)
5.	On completion of Phase I & II	Within 2 months of start of engagement	20%
6.	On completion of Phase III	Within 1 month of from completion of Phase II	40%

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.

Sl. No.	Milestone	Schedule of completion	Percentage of payment (% of total cost)
7.	On completion of IV	Within 1 month of Phase III completion	20%
8.	After completion of phase V & VI	On completion	20%

The consultant shall submit bills stage wise as above in respect of the Services rendered to the _____ Department of BEML and BEML shall process the same for payment after scrutiny/certification by _____ Department. Consultant shall provide its Permanent Account Number and GST Code to enable BEML to process the payment.

The monthly bill shall be accompanied by:

- _____
- _____
- _____

All the stage wise payments specified hereinabove shall be released by BEML 60 days after satisfactory completion each milestones subject to due submission of invoices.

Any and every payment under this Contract shall be made in the Indian Currency i.e. Indian National Rupee (INR) only.

5. PERFORMANCE SECURITY/GUARANTEE:

The Consultant has submitted DD bearing No. _____ for Rs. _____ payable atbeing 10% of contract value towards Performance Security drawn on _____ Bank

*The Consultant has submitted a Bank Guarantee issued by _____ Bank in favour of BEML for a value of Rs. _____ being equivalent to 10% of contract value valid till _____.
(* delete whichever is not applicable).

If this Agreement is renewed or term is extended, the Consultant agrees to revalidate the DD/renew the Bank Guarantee before its expiry.

The Performance Security shall be refunded after successful completion of the entire work & taking over of the project to the satisfaction of BEML. The Performance Security shall be revalidated at the request of BEML at any stage of the Contract.

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.

6. INDEMNIFICATION:

The Consultant undertakes to indemnify BEML against all losses, claims and liabilities, arising out of or relating to this Agreement, suffered / incurred by BEML on account of willful negligence/failure of the consultant or due to breach of contract by the Consultant.

7.PENALTY:

The Consultant shall carryout the services within the time line specified in the Work Order/LoA/Engagement Letter or this Agreement. The Consultant shall be liable to pay penalty for delay at the rate of 0.5% of Contract price per week of delay from the schedule of completion as mentioned above subject to a maximum of ten percent (10%) of the Contract price. Since, it involves milestone based on the schedule and payment terms, the penalty shall be calculated on the unexecuted portion of the services.

8. TERMINATION:

This Agreement may be terminated by BEML at any stage, by giving a written notice of not less than thirty (30) days' to the Consultant, if;

- (i) The parties mutually decide to annul this Agreement;
- (ii) There is breach of terms of this Agreement by the Consultant and the consultant fails to rectify the breach within 15 days of receipt of notice in that regard from BEML;
- (iii) The Consultant fails to remedy a failure in the performance of its obligations under this Agreement, within thirty (30) days of receipt of such notice of termination or within such further period as BEML may have subsequently approved in writing.
- (iv) BEML, at its sole discretion and for any reason whatsoever, decide to terminate this Contract, by giving notice of two months with or without affording the reason.
- (v) In the event of the liquidation, bankruptcy, reorganization, dissolution or insolvency of the Party resulting in that Party's inability to perform the obligations under this Agreement, by giving written notice of 30 days.

However, the termination shall not affect the rights and obligations of the parties accrued as on the effective date of termination.

9.CONFIDENTIALITY:

The Consultant shall keep all the information received or come to its notice during the performance under this Agreement in confidence and shall not divulge the same to any third Party without written consent of BEML, except as required under law. For the purpose of this

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.

Agreement, "Confidential Information" means any information disclosed by BEML to the Consultant directly in writing or orally, including, without limitation, contract or any provision, policies, financials, specification, ideas, processes, or any other information which is designated as "confidential", "proprietary" or some similar designation, provided that:

10. SETTLEMENT OF DISPUTES AND JURISDICTION:

Disputes arising if any, between the parties in connection with this Agreement or any other matters connected therewith, will be mutually discussed and settled by conciliation/negotiations, failing which, the disputes shall be referred to a Sole Arbitrator appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 and Rules framed therein as may be amended from time to time. The seat of Arbitration shall be at Bengaluru and all Arbitration proceedings shall be conducted in English language.

The Courts at Bengaluru shall alone have sole jurisdiction to decide any matter arising out of the Arbitration or under this Agreement.

11. MISCELLANEOUS :

- i. The Parties agree that the relationship between the Parties is in the nature of strategic alliance and nothing contained in this Agreement shall be construed, so as to constitute a partnership between the parties or so as to constitute either party as the Agent of other and both the parties carry their own responsibilities and liabilities without any recourse to the other party.
 - ii. If the consultant fails to execute the work in terms of the contract at any time during the currency thereof or if BEML has reasons to believe that the consultant's services are not satisfactory and that the interest of BEML is thereby affected in any way, BEML may arrange for the Services being done by BEML itself or through any other agency, in such case the Consultant shall make good to BEML any loss or extra cost etc., which arises therefrom. The extra cost being incurred by BEML in this regard should be to the account of the Consultant, which may be adjusted against Performance security and/or deducted from any pending bills or any payment to be made to the Consultant or otherwise.
 - iii. All terms & conditions of Bidding Document and LoA shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:
This Agreement;
-



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.

Work Order/Letter of Award/Engagement Letter*; and
Bidding document.

(* delete whichever is not applicable).

- iv. The Obligations of the parties under this Agreement shall not be assigned or transferred without the written consent of the other Party.
- v. Any amendment or modification to this Agreement shall be in writing and signed by both the parties.
- vi. The Parties agree that any request, demand, approval, notice or any other communication concerning any provisions or any aspect related to this Agreement shall be made or required to be made in writing and sent by registered air mail, fax, e-mail, postage prepaid or through recognized courier to the Parties as under;

for BEML

for Consultant

.....
.....

.....
.....

- vii. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

for BEML

for CONSULTANT

Name & Designation

Name & Designation

Witnesses (with address)

Witnesses (with address)

1.
2.

1.
2.



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: 6300031063

Date: 03.01.2020

Annexure-‘G’

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and

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.

leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.

7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
 8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.
 9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
 10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
 11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier.
-



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.

BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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: 6300031063

Date: 03.01.2020

Annexure-'H'

BIDDER HAS TO UPLOAD THE FOLLOWING TECHNICAL COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in format as per Annexure-A in collaboration folder	
B	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	As per Annexure-B certified by the authorized signatory of the bid to be uploaded in the collaboration	
C	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions.	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Technical Eligibility and qualification form	As per Annexure-D to be signed and uploaded in the collaboration folder.	
E	Professional experts with experience	As per Annexure-E to be signed and uploaded in the collaboration folder.	
F	Proforma for agreement	As per Annexure-F to be signed and uploaded in the collaboration folder	
G	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-G to be signed and uploaded in the collaboration folder.	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____