

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 22963179 / 22963315. FAX: 080 22963283.

Tender No: 6300033252

Date:07.07.2020

TENDER DOCUMENTS

**REQUEST FOR QUOTATION
FOR**

SAP PRODUCTS COMPREHENSIVE REVIEW

BID SUBMISSION DATE ON OR BEFORE 22.07.2020 BY 2 PM

LAST DATE FOR SUBMISSION OF THE BID IS 22.07.2020 BEFORE 2.00PM

**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 22963179 / 22963315. FAX: 080 22963283.

A. INTRODUCTION

BEML Limited, a 'Miniratna-Category-1', is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence truck & equipment.

BEML Ltd is having 8 Manufacturing Divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

The objective of this Request for Quotation is to solicit competitive proposals for BEML Limited for **SAP PRODUCTS COMPREHENSIVE REVIEW**

B. SCOPE OF WORK: BEML Company-wide ERP-SAP R/3 ECC6.0 was implemented in October 2007 and became operational with effect from April 2008. It covers Financial Accounting & Controlling, Materials Management, Production & Planning, Sales & Distribution, Customer Service, Quality Management, Plant Maintenance, Human Resources and Payroll modules. All day-to-day transactions are being entered online with effect from Oct 2007 for Production Plants and April 2008 for all Marketing Plants.

Additionally, add on modules of SAP viz., Supply Chain Management - Inventory Collaboration Hub (SCM-ICH), Supplier Relationship Management (SRM) & File Life Cycle Management (FLM) were also implemented in 2008, 2009 & 2018. SCM-ICH involves Automation of Post Purchase order Process like Purchase Order Publish & Confirmation, Shipping Notification and Goods Receipt Tracking. SRM involves Automation of Pre-Purchase order process like eTendering and Reverse Auction. FLM involves Automation of File Approvals. All products are upgraded latest versions as detailed below.

Sl No	Product	Current Version	DB
1	SAR ERP ECC6.0	ECC6.0 EhP7	ORACLE
2	SAP SCM	SCM7.0	ORACLE
3	SAP SRM	SRM7.0	ORACLE
4	SAP Sol Man	Solution Manager 7.0	ORACLE
5	SAP FLM	SP09	ORACLE Max DB

- ▶ Scope of Audit: SAP ERP System (FI, CO, SD, MM, PP, QM, PM, CS, HCM, Pay roll & ABAP) , SAP SRM, SAP SCM, Solution Manager , FLM and Infrastructure (BASIS),
- ▶ Study of Implementation of patches across all the applications
- ▶ End user transaction Process study across the Company.
- ▶ Identification of pain points and their possible resolutions.

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- ▶ User Creation and authorization Review.
- ▶ User License Policy Review.
- ▶ Top Management Dash Board solution Recommendation.
- ▶ Budget and time lines for implementing the recommendation.
- ▶ Documentation of all Comprehensive recommendation

C. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in **three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) 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)

Note: To participate in this e- tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders 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.

This Tender consisting of

Part A – Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode)

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

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

PART A – PRE-QUALIFICATION BID

I. **The EMD amount can be submitted in either way as detailed below:**

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

- a) Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- b) Read the terms & conditions, tick the acceptance box and click on Proceed.
- c) In 'Select State' dropdown, select All India and click on the Go button.
- d) In 'Select Payment Category', select EMD/ Tender Fee.

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- e) 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 40,000/-.

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

ii. **Payment of EMD amount through DD / Banker's Cheque**

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs. 40,000/-** (Rupees forty Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore. 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:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

- iii. **Bid Guarantee Form:** An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 60 days from the date of opening of Tender

Asst. 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.

- iv. If Bidder is exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.6300033252 dated 07.07.2020, Closing date 22.07.2020 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.

Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.

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Asst. 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.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The Bidders who have not submitted **"EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft / Banker's Cheques will be rejected straightway.**

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Bid Guarantee is to be dispatched well in advance so that it reaches above office before the time and date stipulated. Requests will NOT be entertained for late receipts.

Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid Class 3 Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

Bidder must ensure that they furnish the correct information and documents. Bidders found having furnished false information are liable to be rejected as well also forfeiture of their EMD.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate 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 40,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.

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- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
 - f) EMD does not carry any interest on return.
 - g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
 - h) 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 / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover, superscribing 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.
 - i) Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
 - j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

3. Return of Earnest Money Deposit (EMD) :

- a) EMD of unsuccessful bidder will be returned after finalization of contract. The deposit towards EMD shall not carry any interest.
- b) The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorized by RBI for an amount of 10% of the Annual Contract value (without taxes) within 30 days after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

4. Forfeiture of Earnest Money Deposit (EMD)

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

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

Bidders who are only eligible to carry out the project of **SAP Products comprehensive review** have to upload the following documents in the Collaboration Folder in the system as part of **Technical Bid**.

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid

ef. No.	Particulars	Details to be uploaded by bidder
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - B in collaboration folder
2	The Bidder shall be approved /authorized partners of SAP	Upload valid SAP Partner certificate in c- folder.
3	The Bidder shall have at least 3 years of SAP review services experience related to Engineering Industry	Upload SAP Review services Completion certificate issued by the customer in c- folder.
4	Basis, ABAP and Functional Consultants to be engaged for the project have to be SAP certified with minimum 3 years of experience	Upload SAP certificate for respective consultants (BASIS, ABAP &Functional) with minimum 3 years of experience in c- folder
5	The details of contract executed for SAP Review services	Upload SAP Review services Completion certificate by at least one client in c- folder.
6	Annual Turnover of implemented Companies should be at least Rs 4000 Crores	Upload the turnover of the customer where bidder has executed SAP Review services
7	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2016-17 , 2017-18 & 2018-19) should be minimum Rs. 20.00 Lakhs	2016-17 Rs. 2017-18 Rs. 2018-19 Rs Audited copies of Profit & Loss account balance sheet for last three financial years duly certified by the auditors shall be uploaded in the c- folder.

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8	<p>Experience of having successfully completed similar works / developed & implemented similar work during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:</p> <p>a. Three similar completed works each costing not less than Rs.8.00 Lakhs Or</p> <p>b. Two similar completed works each costing not less than Rs. 10.00 Lakhs Or</p> <p>c. One similar completed works each costing not less than Rs. 20.00 Lakhs</p>	<p>Documentary proof i.e. Purchase order / Work order along with Completion certificate clearly indicating the value of the order shall be uploaded in the collaboration folder.</p>
9	<p>An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.</p>	<p>Undertaking document as per the Annexure – C</p>
10	<p>The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.</p>	<p>Undertaking document as per the Annexure – D to be uploaded</p>
11	<p>Special Conditions arising out of implementation of GST Tax Indemnity clause</p>	<p>Annexure – E to be signed and uploaded in the collaboration folder.</p>
12	<p>Bidder has to upload compliance sheet as part of the technical bid.</p>	<p>Please upload Annexure – F</p>
13	<p>The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:</p> <p>i. PAN Number ii. GST Registration details/ Certificate</p>	<p>Please upload scanned copies of</p> <p>i. PAN Number ii. GST Registration details/ Certificate</p>

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (3) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (4) Please ensure that no price details are mentioned in the technical bid (attachments to the c- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.

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- (5) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate / Bid Guarantee.

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

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.

SNo	Description	Qty	Annual Basic price in Rs.	GST %
1	SAP PRODCUTS COMPREHENSIVE REVIEW	1 AU	Rates to be entered in the Item Data in SRM System only.	

Arriving L1 is lowest quote received for SAP PRODCUTS COMPREHENSIVE REVIEW Bidder has to quote for a item 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 offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

D. 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 DGM on or before **22.07.2020**.

Contact Name & Address:

The following officer can be contacted for any clarifications and / or bid submission:

Deputy General Manager

BEML Limited, BEMLSoudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963190/ 267

E-mail id: srinivasgn.it@beml.co.in, copy to: purchase@purchase.beml.co.in

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML website & CPP Portal.

E. Other Terms & Conditions of Tender

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1. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid
2. **AWARD OF CONTRACT**

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
3. **Payment terms:** 100% payment on 30th day for MSEs and for others on 60th day from completion of work i.e. support services completion & duly certified by IT .
4. **Final Acceptance Certificate:**
 - a. On successful completion of the work as per the 'Scope of work' specified in this tender document, the Bidder shall submit its application to BEML Limited for issue of 'Final Acceptance Certificate' for the work carried under this contract.
 - b. The complete work shall be subject to inspection by the technical committee consisting of expert members. The performance of the system as a whole will be tested to comply with the acceptable standards and norms as per the 'Scope of project'.
 - c. On successful testing of the system the Bidders will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the Bidder will be liable to make good the deficiency failing which the 'Final Acceptance Certificate' will not be issued.
 - d. The Bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by BEML Limited.
5. **Performance Bank Guarantee**
 - a. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank in India authorized by Reserve Bank of India for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - G**.
 - b. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.
6. **Delivery/Project Duration:** The entire work shall be **completed within 45 days from** the date of receipt of Purchase Order.
7. **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.

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8. **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.
9. **Price Variation Clause:** The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
10. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.
11. **Security :**The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.
12. **Documentation:** The service provider should provide complete documentation of the project plan and execution, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for the project. The SP should enter into anseparate SLA agreement for both the project before the submission of Invoice for any payment.
13. **Turnkey approach :**The contract is one in which the vendor delivers as per the scope and get work completion certificate from BEML and submit all the documents as per the contract.
14. There can be only 1 set of bids from each Bidder
15. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

VII. General Terms & Conditions

1. ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the

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Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

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

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.

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5. INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

6. 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.

7. DRAWINGS AND DOCUMENTS:

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

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

8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

9 DURING ARBITRATION

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

10 PROGRESS REPORT

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

11 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.

12 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.

13 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

14 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:

BEML LIMITED

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

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

Tender No: 6300033252

Date: 07.07.2020

Annexure - A

BID GUARANTEE FORMAT

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:date-----
----- M/s..... herein after called the Bidder,
with the following Directors on their Board of Directors / partners of the Firm.

1. _____
2. _____
3. _____
4. _____

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 "BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
 Phone : 080 22963179 / 22963315. FAX: 080 22963283.

- | | |
|----|-----|
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....

.....

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs.....(In words and figures) valid for days from..... is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at.....

having our Head office at(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)

BEML LIMITED

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

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

Tender No: 6300033252

Date: 07.07.2020

Annexure - B

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	

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Phone : 080 22963179 / 22963315. FAX: 080 22963283.

2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-
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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: 6300033252

Date: 07.07.2020

Annexure – C

Undertaking

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

Dear Sir,

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 22963179 / 22963315. FAX: 080 22963283.

Having examined the Bid Invitation No. 6300033252 dated 07.07.2020 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: _____

Tender No: 6300033252

Date: 07.07.2020

Annexure - D

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.

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Phone : 080 22963179 / 22963315. FAX: 080 22963283.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Tender No: 6300033252

Date: 07.07.2020

Annexure - E

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

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

BEML LIMITED

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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 availing 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 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.

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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 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:

BEML LIMITED

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

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

for M/s.....

Signature

Tender No: 6300033252

Date: 07.07.2020

Annexure - F

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

Ref. No.	Particulars	Details to be uploaded by bidder	Compliance (Yes/No)	
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - B in collaboration folder		
2	The Bidder shall be approved /authorized partners of SAP	Upload valid SAP Partner certificate in c- folder.		
3	The Bidder shall have at least 3 years of SAP review	Upload SAP Review services Completion certificate		

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	services experience related to Engineering Industry	issued by the customer in c-folder.		
4	Basis, ABAP and Functional Consultants to be engaged for the project have to be SAP certified with minimum 3 years of experience	Upload SAP certificate for respective consultants (BASIS, ABAP &Functional) with minimum 3 years of experience in c- folder		
5	The details of contract executed for SAP Review services	Upload SAP Review services Completion certificate by at least one client in c- folder.		
6	Annual Turnover of implemented Companies should be at least Rs 4000 Crores	Upload the turnover of the customer where bidder has executed SAP Review services		
7	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2016-17 , 2017-18 & 2018-19) should be minimum Rs.20.00 Lakhs	2016-17 Rs. 2017-18 Rs. 2018-19 Rs Audited copies of Profit & Loss account balance sheet for last three financial years duly certified by the auditors shall be uploaded in the c- folder.		

8	<p>Experience of having successfully completed similar works / developed & implemented similar work during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:</p> <p>a. Three similar completed works each costing not less than Rs.8.00 Lakhs</p> <p style="text-align: center;">Or</p> <p>b. Two similar completed works each costing not less than Rs. 10.00 Lakhs</p> <p style="text-align: center;">Or</p> <p>c. One similar completed works each costing not less than Rs. 20.00 Lakhs</p>	<p>Documentary proof i.e. Purchase order / Work order along with Completion certificate clearly indicating the value of the order shall be uploaded in the collaboration folder.</p>		
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9	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – C	
10	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure – D to be uploaded	
11	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – E to be signed and uploaded in the collaboration folder.	
12	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – F	
13	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: iii. PAN Number iv. GST Registration details/ Certificate	Please upload scanned copies of iii. PAN Number iv. GST Registration details/ Certificate	

Tender No: 6300033252

Date: 07.07.2020

Annexure - G

FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated

Amount

Valid upto

Claim upto

The General Manager (...)
BEML Limited

.....
.....

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Phone : 080 22963179 / 22963315. FAX: 080 22963283.

M/s(Name of the Firm) having their office atand its Registered office at(hereinafter called the Service Provider) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract-----

----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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Phone : 080 22963179 / 22963315. FAX: 080 22963283.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 66 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto**xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :