

BEML LIMITED
(Formerly BHARAT EARTH MOVERS LIMITED)
(A Govt. of India Mini Ratna Company under Ministry Of Defence)
BEML SOUDHA, No,23/1, 4th Main , S.R.Nagar
BANGALORE-560027

NOTICE INVITING TENDER

BID INVITATION NO: 6300033429

Dt: 13.07.2020

Subject: **Request for quotation for Reverse Auction Process changes on SRM Portal.**

Tender closing date & time: 05/08/2020@14.00 hrs

BEML LIMITED invites tenders in three bid system as mentioned below:

- Pre-Qualification Bid through Post/Courier (Manual mode)
- Technical Bid through BEML SRM Portal (E-mode)
- Commercial Bid through BEML SRM Portal (E-mode)

BEML LIMITED invites tenders from reputed approved / authorized partners of SAP for **Reverse Auction Process changes on SRM Portal** in accordance with the enclosed terms and conditions by the due date mentioned above.

All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only.

Bidders should regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Enclosure : As above.

Note: - The tender consists of 37 No.of pages including this page.

Bidders will be able to view the technical compliance sheets of the competitor after the technical bid opening is done and price details of competitors after the price bid opening is done.

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General Instructions to Bidders:

1. This tender is designated as the tender from reputed approved / authorized partners of SAP for **Reverse Auction Process changes on SRM Portal** for the period specified in this RFQ.
 - The bidders are advised to carefully go through the following paragraphs and terms & conditions of tender before submitting the bid.
 - This tender enquiry is not transferable under any circumstances.
 - All entries in the tender document shall be in English either typed or written legibly in any one ink other than Green and Red. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
 - All the documents shall be uploaded in PDF Format in SRM platform.
 - Late and/or incomplete tender shall not be considered.
 - Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers of such parties indulging in such activities are liable for rejection.
 - Bidder shall ensure that all the information & documents submitted by them are true & correct.
 - Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, EMD submitted by such bidders shall be fortified at the discretion of BEML.
 - In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
 - In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending

before any court of law/ Arbitrator shall not be eligible to participate in this tender.

- Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- **The bidder shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System. No corrections/ revisions will be entertained after closing date and time of tender.**
- Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr.Krishna Mohan/ Ms.Anitha)
- **Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.**
- All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on BEML **website www.bemlindia.in only**. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.
- Fax/email quotations are not acceptable.
- BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

2. The tender consists of three parts : -

Sl. No	Nature of Bid	Mode of Submission	RFQ
1	Pre-Qualification Bid	Manual Mode /Online Transfer	Pre-Qualification Criteria as per Annexure - I
2	Technical Bid	E-mode (BEML SRM Plat form)	Technical submission
			Mandatory Clauses
			General terms & conditions
3	Commercial Bid	E-mode (BEML SRM platform	Commercial Bid Submission Condition

Bid Processing Key Dates

Sl. o	Details	Important Date & Time
1.	Last date for forwarding Queries if any, for clarification.	24.07.2020 @ 14:00 PM
2	Last date for submission of bid. Pre-Qualification Bid (i.e.EMD) through Manual/online Mode& Technical and Commercial bid through e-mode in BEML SRM Portal	05.08.2020
4	Opening of Pre-Qualification Bid	05.08.2020 @ 14:00 PM
5	Opening of Technical Bid	05.08.2020 @ 14:00 PM
<p>Note: Commercial Bids of those bidders whose prequalification and technical bids are accepted only will be opened after technical evaluation.</p> <p>The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.</p>		

Note : Pre bid meeting will not be conducted

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e-mail address : cmimp2@beml.co.in
- The queries will be accepted and entertained **upto 24.07.2020 @ 14.00 Hrs** to the queries, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, shall be made by BEML and the same will be hosted on BEML website.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only.
- Bidders should regularly visit BEML's websites to keep themselves updated.
- No separate advertisement shall be published in the News paper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications etc if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

ANNEXURE – I

3.0 Pre-Qualification Criteria: (To be submitted manually) : EMD amount

PRE-QUALIFICATION CONDITIONS (To be submitted manually/online transfer):

ALL THE BIDDERS INTENDING TO PARTICIPATE IN THE TENDER SHOULD FORWARD THE BELOW REQUISITES MANUALLY IN A SEALED COVER THROUGH FASTEST COURIER SUPERSCRIBING THE E-BID NUMBER ON THE TOP OF THE COVER THAT SHOULD REACH BEML, LTD WITHIN THE CLOSING DATE & TIME:

OR

ONLINE TRANSFER WITHIN THE CLOSING DATE & TIME:

3..1 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:

1. Every bidder shall deposit an amount of Rs. **20,000/- (Twenty thousand only)** as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

- (i) Account Payee Demand Draft / Banker's Cheque in favour of BEML Limited from any of the commercial bank

(OR)

- (ii) 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 **(90 Days) + 45 days** from the date of opening of Tender.

(OR)

- (iii) Through NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)

- 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.

- 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 60,000/-.

f) If EMD online payment is not possible, bidder may do the NEFT payment to the following bank details

Cash Credit Account No. 56133037105

Beneficiary Name : BEML LIMITED

IFSC : SBIN0060133

State Bank of India

Mission Road Branch

Bangalore

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

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

3.2. Exemption for payment of EMD:

- (i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSE / NSIC / Udyog Aadhar certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.
- (ii) Bidder / Contractor who had deposited the permanent EMD at ----- Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited.....Division in this regard to be submitted as pre-qualification document.
 - a) Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
 - b) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity **(90 days)+ 45 days** from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

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 20,000/ -will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- 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.
- k).No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
- l).The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- m).Cheque and other mode of payment will not be accepted.
- n).The Demand Draft must be sent through courier in a sealed cover & should reach BEML Soudha on or before the closing date & time of e-bid, failing which, the tender will be rejected. EMD will not bear any interest
- o).The Earnest Money Deposit will be returned without any interest, through RTGS to the unsuccessful bidder/(s) after the tender is decided &Contract is finalized. EMD will not bear any interest.

p).For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 10% of the Contract value after award of Contract.

q).Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.

r).The Earnest Money Deposit will be Forfeited under the following circumstances:

- a. If the bidder withdraw/modifies the offer during the Validity Period of the tender.
- b. If the successful bidder withdraw the offer after acceptance of the contract.
- c. If the successful bidder fails to furnish a Performance Bank Guarantee (PBG) as specified in bank guarantee format against this tender within the specified period for satisfactory execution of contract.

3.3 Refund of EMD:

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

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	

IMPORTANT NOTE to submit EMD

1. Bidders to ensure submission of EMD as pre-qualification bid.
2. The name & address of the bidder shall be written legibly on the left hand bottom corner of the envelopes.
3. The Envelope containing EMD shall duly be superscripted on the top of the sealed envelope as below

“PRE-QUALIFICATION BID (EMD)

Bid Invitation No:

Closing date & Time: “

4. Pre-Qualification Bid envelope have to reach the address as mentioned below through any fastest mode of courier / speed post/online transfer on or before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.

The Deputy General Manager,
Corporate Materials
BEML LTD,
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

5. The “Pre-Qualification Bid” shall be opened at 15.00 hrs at BEML Soudha ,BEML Corporate office on the tender due date.
6. Technical bids meeting all the pre-qualification criteria alone shall be considered for evaluation.
7. **Technical bids shall not be considered for evaluation for the following deviations in pre-qualification bid:**
 - Non-submission of Pre-qualification envelope containing EMD
 - Envelopes received without superscription as stated at point (2) above.
 - Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.
 - Demand Draft towards EMD received other than through Scheduled Commercial Bank Authorized by RBI.

Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.

ANNEXURE - II**4. TECHNICAL BID SUBMISSION CONDITIONS:**

TECHNICAL BID (Without Price/Price Details) shall be uploaded and submitted in the “Notes & Attachments” in the BEML SRM platform, wherein only technical Bid /technical information in BEML SRM platform shall be uploaded as indicated below:

MANDATORY CLAUSES:

NOTE: Non-Compliance of any Clause, Omission of Mandatory Requirements and Non-furnishing of required documents In SRM Platform as per Mandatory Clauses shall be liable for rejection without any prior information & shall lead to disqualification.

S. No.	Technical Criteria	Upload supporting documents
1	The Bidder shall be approved / authorized partners of SAP	Upload valid SAP Partner certificate in c- folder
2	The Bidder shall have at least 5 years of SAP R/3 ECC6.0 and above Implementation experience	Upload SAP R/3 ECC6.0 and above Implementation experience implementation Completion certificate issued by the customer in c- folder.
3	The Bidder shall have at least 3 years of SAP Implementation experience in SRM	Upload Completion certificate of SAP Implementation experience in SRM issued by at least one client 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 relevant SAP Certificate in c- Folder.
5	Annual Turnover of at least one company where implemented should be minimum Rs.500 Crores	Upload the turnover of the customer where bidder has implemented
6	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. 3.00 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.

	<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.4.00 Lakhs</p> <p style="text-align: center;">Or</p> <p>b. Two similar completed works each costing not less than Rs. 5.00 Lakhs</p> <p style="text-align: center;">Or</p> <p>c. One similar completed works each costing not less than Rs. 8.00 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>
10	<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>
11	<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>
12	<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>
13	<p>Bidder has to upload compliance sheet as part of the technical bid.</p>	<p>Please upload Annexure – F</p>
14	<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>
15	<p>Brief Details about the Firm</p>	<p>Please upload filled-in format as per Annexure – B in collaboration folder</p>

Documentary proof of contract copies as mentioned/declared above table to be uploaded in BEML SRM platform.

IMPORTANT NOTE:

- (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.
 - (5) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate / Bid Guarantee.
- In case, if any Bidder / Company/ Firm in connection with any contract/tender has been blacklisted/debarred from participating in such similar tenders by BEML Ltd or any government or public sector agencies / other reputed companies, the same shall be disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head & technical Bids of such Bidder /Company/Firm will be **REJECTED STRAIGHT AWAY by BEML LTD.**

If bidder fails to upload the above details (i.e, blacklisted/debarred) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:

- If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd.
 - If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract will be terminated duly recovering the performance bank guarantee against the contract.
- In case, If, any previous contracts / purchase orders of the bidder had been short-closed /cancelled by BEML Ltd or any government or public sector agencies/ other reputed companies due to reasons of non-performance/poor performance/non-

adherence to terms of the contract, the same shall be disclosed in the technical bid duly uploading with brief details authenticated in the Tenderers letter head along with respective contract copies / purchase order copies & Technical Bids of such bidders/ firms/company will be REJECTED STRAIGHT AWAY by BEML LTD.

If bidder fails to upload the above details (i.e, short-closure/cancellation of previous contracts) in their technical bid & if BEML Ltd finds the same at a later date during evaluation process/after finalization of the contract, BEML at its sole discretion will take following course of action:

- If BEML arrives to know/finds regarding non-submission of above information during technical evaluation, technical bid of the respective bidder will be straight away rejected & EMD of the respective bidder will be recovered by BEML Ltd.
 - If BEML arrives to know/finds regarding non-submission of above information after finalization of contract, the contract of the finalized bidder will be terminated duly recovering the performance bank guarantee against the contract.
- Enclosures: Supporting documents to be uploaded in SRM as stated above
Please upload duly signed with seal an “Undertaking letter” as a token of acceptance of all tender terms and conditions on Bidder’s letter head as per Annexure-C **under taking letter on your letter** head and upload the same duly signed with seal by the bidder along with witnesses name and signature.

I / We certify that to the best of my/our knowledge, the information & particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

PLACE & DATE:

SIGNATURE OF BIDDER WITH OFFICIAL SEAL

ANNEXURE – III**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	Basic price in Rs.	GST %
1	Reverse Auction Process changes on SRM Portal.	1 AU	Rates to be entered in the Price Conditions tab in SRM System only considering the entire scope of work.	

Note: -

1. After technical evaluation, price bid will be opened for technically qualified bidders
2. The bidder whose offer is Lowest will be considered as L1
3. GST should not be included in the Basic Price. GST as applicable will be considered extra & TDS as applicable will be deducted at the time of payment.

Scope of Work

BEML Limited is using SAP SRM (Supplier Relationship Management) module for e-Procurement activities. Following are the Product Versions installed for SRM:

Product	Release	SP Stack
SAP SRM (WITH SAP EBP)	SAP SRM 7.0	19 (06/2016)
EHP3 FOR SAP SRM 7.0	EHP3 FOR SAP SRM 7.0	12 (07/2016)
SAP NETWEAVER	7.4	15 (06/2016)

BEML Limited has been using the Reverse Auction process available in SAP SRM with the standard features provided by SAP.

BEML Limited wants to implement the following requirements in Reverse Auction process in the SRM system:

- 1) Currently, Digital Signature is not used by the purchaser for publishing the Reverse Auction and the bidders for participating in the Reverse Auction on SRM system.

Requirement: Class 3 Organization Digital Signature is to be used by the purchaser for publishing the Reverse Auction and the bidders for participating in the Reverse Auction.

- 2) Based on Two-Bid Tender floated in the SRM system, technical evaluation will be done and bidders will be accepted / rejected technically.

Requirement: Based on the bids accepted technically in the SRM Tender, Reverse Auction event has to be created automatically with all the items details and technically accepted vendors details flowing automatically to the Reverse Auction event.

- 3) Currently, there is no facility of eliminating the vendors from participating based on the Start Bid Prices submitted by them in the Reverse Auction.

Requirement : During the Reverse Auction, certain time will be given to each bidder to enter Start Bid Price. Based on the Start Bid Prices entered by all the bidders, the highest

bidder is to be eliminated from participating in the Reverse Auction event.

- 4) Currently, there is no feature of system calculating the total bid price based on the prices for various components entered by the bidder.

Requirement : Bidder will enter the prices for various break-up components for the item/service and system shall calculate the total bid price automatically based on the break-up details for deciding the rank.

- 5) As per the current system, decrement is the minimum amount by which the bidder has to reduce the price.

Requirement : System should allow reducing the bids in multiple of the decrement amount only.

- 6) The bids submitted during the Reverse Auction are not encrypted.

Requirement: The bids submitted during the Reverse Auction have to be encrypted and shall be visible to the authorised persons of BEML only after the Reverse Auction event is over. !

Other Terms & Conditions of Tender

1. **Period of validity:** The tender shall remain valid for acceptance for a period of 120 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. However the Bidders not agreeing with BEML standard Payment terms, then their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.

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 15 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 / Support services:** *The entire work shall be completed within one month from the date of receipt of support service request of Purchase Order .*

Contract Period: one month from date of issue of contract.

- 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.
- 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 network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into an separate SLA agreement for both the project before the submission of Invoice for any payment.
- 13 **Turnkey approach :**The contract is one in which the network vendor delivers, installs, implements and passes an acceptance test, training and documentation
- 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.

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 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.

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:

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

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:

15

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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. |
| 5. | 6. |

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)

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No Date:

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	
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 :-

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure – C

Undertaking

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

Dear Sir,

Having examined the Bid Invitation No. 6300033429 dated 13.07.2020 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: _____

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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

for M/s.....

Signature

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

S. No.	Technical Criteria	Upload supporting documents	Compliance (Yes/No)
1	The Bidder shall be approved / authorized partners of SAP	Upload valid SAP Partner certificate in c- folder	
2	The Bidder shall have at least 5 years of SAP R/3 ECC6.0 and above Implementation experience	Upload SAP R/3 ECC6.0 and above Implementation experience implementation Completion certificate issued by the customer in c- folder.	
3	The Bidder shall have at least 3 years of SAP Implementation experience in SRM	Upload Completion certificate of SAP Implementation experience in SRM issued by at least one client 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 relevant SAP Certificate in c- Folder.	
5	Annual Turnover of at least one company where implemented should be minimum Rs.500 Crores	Upload the turnover of the customer where bidder has implemented	
6	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. 3.00 Lakhs	2016-17 Rs.	
	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: a. Three similar completed works each costing not less than Rs.4.00 Lakhs Or b. Two similar completed works each	2017-18 Rs.	

	costing not less than Rs. 5.00 Lakhs Or c. One similar completed works each costing not less than Rs. 8.00 Lakhs		
10	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.	2018-19 Rs	
11	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	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.	
12	Special Conditions arising out of implementation of GST Tax Indemnity clause	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.	
13	Bidder has to upload compliance sheet as part of the technical bid.		
14	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		
15	Brief Details about the Firm	Undertaking document as per the Annexure – C	

FORMAT OF PERFORMANCE BANK GUARNATEE

Bank Guarantee No.....

Dated

Amount

Valid upto

Claim upto

The Deputy General Manager (...)

BEML Limited

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.

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: