



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

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

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**Bid Invitation No:6300034002**

**Date: 27.08.2020**

### **TENDER DOCUMENTS**

**CONDUCTION OF EMPLOYEE ENGAGEMENT SURVEY (EES) IN 2020-21**

**LAST DATE FOR SUBMISSION OF THE BID IS ON 21.09.2020**

**PRE BID MEETING TO BE HELD ON 10.09.2020**

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



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### General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore and Regional offices and District Offices across India.

#### 1. SCOPE OF WORK:

##### Preamble:

- (i) Amidst stiff competition from large Multinationals and Indian Companies in all three Business Verticals i.e., Rail & Metro, Mining & Construction, Defence & Aerospace, BEML continues to achieve 85-87% of its revenue through competitive Pricing, duly backed by its own R&D capabilities.
- (ii) To sustain its Business and People performance, BEML has been undertaking multiple initiatives in the areas of R&D, IT/Digital application, Automation, HR/ Leadership development etc.  
  
'People' being the Central to its "Value creation" process, BEML has undertaken various People related initiatives including Business/HR Strategy Conclave, HR Utilization Study, HR Audit, Employee Engagement Survey, Development of Behavioural Competency Framework (BCF), Conduction of Assessment Development Centres(ADCs) along with IDP Workshops encompassing approx. 500 plus Leadership level Talent across BEML Business verticals.
- (iii) Now, as a part of its continued endeavour to improve people engagement and performance, BEML aims to have insight into various aspects of workforce engagement and diagnostic analytics.
- (iv) BEML would seek to understand whether its People at all Levels are aligned to Strategy, do the Managers demonstrate effective Managerial skills as per the BEML BCF, do the BEMLians live the BEML values, how well BEML manages change? Are the adequate Enablement and Engagement levers in place to sustain the BEML's business in the highly competitive global scenario.
- (v) BEML would also seek to know how the various critical people parameters including the People strategies, Policies, Systems, Practices etc. working towards ensuring the right PEOPLE PERFORMANCE and providing the right EMPLOYEE EXPERIENCE(EX).

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**2. The detailed scope of work is as follows (to be read along with below mentioned Points and Annexure - A to F) :**

**(A) Objectives of the Employee Engagement Survey are to:**

- (i) Study Organization Climate & Culture including Engagement and Enablement level of the workforce (Executives & Employees) in the Company.
- (ii) Obtain feedback from the entire workforce to measure the effectiveness and alignment of HR strategy, policies, systems, processes and practices vis-à-vis the current business scenario.
- (iii) Document & map the expectations and requirements of workforce of different segments of the Company across India.
- (iv) Develop an Employee Engagement Index and estimate the current engagement level of the workforce.
- (v) Carry out detailed analysis of the Survey and identifying areas of strength/weakness on Survey parameters.
- (vi) Translating the Data into insightful information to drive CHANGE, recommended measures for addressing the areas of concern for BEML and strengthening the areas of strength further.
- (vii) Benchmarking with the Industry/Competition for best Practices and Comparative analysis.
- (viii) Develop a team of Internal Resource Persons to champion the Change Management initiative post the Survey.

**(B) Scope of the Work:**

- (i) Name of the assignment: **"Employee Engagement Survey"**
  - (ii) To conduct Employee Engagement Survey (including study on Organization climate & culture and Employee enablement) for finding out effectiveness of HR strategy, HR policies, Systems and processes and practices viz-a-viz the current business scenario and people expectations and also Enablement level.
  - (iii) **The Bidding organization must submit the complete details of their proposed Perspectives and Methodology/relevant practices, Approach wrt this Assignment and scope of work mentioned under this RFP with all supporting Documents narrating the suggested Process, Steps, Templates and Reports etc. must be submitted for the Technical BID Evaluation Committee's review.**
  - (iv) The Survey to be conducted for all Executives and Employees at all BEML Locations including Corporate Office, Marketing HQ at Bangalore, manufacturing complexes at Bangalore, KGF, Mysore, Palakkad, Regional and District Offices of Marketing Division, Activity Centers etc. **The Current Manpower strength details are enclosed Annexure-F.**
  - (v) The Survey is proposed to be conducted on-line. In case the on-line System does not
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work, other alternatives including Pen - Paper method may be utilized.

- (vi) The Bidding Organization needs to prepare and create all Communications and Survey Branding Strategies, materials and Templates etc. at various phases of the Project.
- (vii) To submit interim findings within 15 days of completion of the main Survey.
- (viii) To submit the detailed Final report within 15 days of submission of the Interim Report. The final Report would indicate the findings wrt Unit-wise, Region-wise, Employee Category-wise, etc., analysis or as it may be required by BEML LTD.
- (ix) The final report shall also contain the recommendations for implementation by BEML Ltd. for addressing the areas of concern and strengthening the area of strength further including SWOT areas.
- (x) The final report should also indicate the Team engagement details for all Officers having five or more direct reports.
- (xi) The Report shall also contain Complex/Division wise index on all dimensions.
- (xii) Developing a team of Internal Resource Person to champion the Change Management initiative post Survey.

**(C) Timeline: The Survey with all its related activities have to be completed by 28<sup>th</sup> February, 2021**

**(D) Execution Phases (I to III):**

**Please note that the Activities under various Phases may vary (plus / minus) depending on the BEML needs and circumstances**

**Phase-I - Diagnose and Design (understanding the Organizational context and develop & finalize Questionnaire):**

- (i) Meeting with Top Management: (i) conduction of Seven (7) no.s **Visionary interviews** to understand the current and near future challenges, strength, weakness, opportunities & threats for BEML.
  - (ii) Preparation and launching of all related Pre-Survey Communication including Survey branding.
  - (iii) Towards developing the Pilot Survey, Thirty-five (35) no.s telephonic Personal interview (Executives & Non-Executives) to be conducted for qualitative inputs.
  - (iv) To conduct Six (6) no.s On-line Focus Group Discussions (FGDs) with approx.15 participants for each FGD to dig deeper into the issues.
  - (v) To study various data Points e.g., PMS Data, Exit Interviews, Financial and Organizational Reports etc.
  - (vi) To conduct on-line Pilot Survey (approx. 120 no.s i.e, 2% of total strength) amongst Executives ( Dy GM and above and AGM and below) & Non-Executives for Qualitative
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input for final Survey Questionnaire preparations.

- (vii) Finalization of the Objective of the Survey, identifying the dimensions to be covered in the Survey, finalizing the weightage/measures of the instruments, evolving and finalizing the Questionnaire through joint discussions with BEML.
- (viii) Finalization of questionnaire for three segments viz., for the Senior Executives (DGM and above), Executives (Grade upto AGM level) and Non-Executives.
- (ix) Compilation of demographic Data towards main Survey Administration.
- (x) The Bidder organization must ensure that the Survey software must have options and selection facility for the preferred languages like English, Hindi, Kannada, Tamil, Telugu, Malayalam (all major Indian languages) etc.

### **Phase-II – Administer (Engaging the stakeholders and Administering the Survey Questionnaire for all Executives & Employees across all locations) :**

- (i) Preparation and launching of all related Communications for Survey Administration.

#### **Option-A (Desktop/Laptop/Smart Phone-based):**

- (a) The On-line Engagement Survey platform to be provided by the bidding organization.
  - (b) The Survey platform should be
    - a. Accessed both from traditional desktops/ laptops and mobile devices for each of our Survey participants.
    - b. Accessed using all popular web browsers.
  - (c) Each of BEML Survey participants will be allocated a Unique ID for the purpose of the Engagement Survey by the bidding organization. Our preference will be to have that ID as Staff Number of the participant. However, any other unique ID is OK with BEML, as long as it is linked with the Staff ID.
  - (d) Instead of usual e-mailbased dissemination of Survey Link, Unique ID and Password, BEML will have our own internal portal for the same purpose. BEML Executives & Employees will be directed to access the Bidding Organization's Survey link through our Internal Portal.
  - (e) The bidding Organization is required to provide the Engagement Survey Link, Unique Survey ID (as mentioned above) and Unique & randomly generated Password of all BEML Executives & Employees at the time of launch at least 48 hours in advance.
  - (f) The bidding Organization to provide timely update on daily basis for any changes in password(s), so that the same will be updated on our Internal Portal. For this purpose an excel file with relevant details for only impacted Survey participants will be shared at an agreed time daily.
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**Option-B (Pen & Paper mode: Based on locational/situational needs):**

- (a) As an alternate method to Option-A, in case it is needed for few locations or segment of Executives/Employees, pen and paper mode may have to be deployed.

**NB:** Based on the needs and circumstances, BEML may ask the successful Bidder to arrange for the Desktops, allied IT Support and infrastructure for the Survey Administration Purpose, at such locations, as required. The Actual Cost of such expenses will be reimbursed by BEML, on the basis of actual Bills etc.

**The Bidding organization and BEML will jointly discuss and decide on the most efficient and speedy method of Survey Conduction.**

- (ii) Taking Daily Progress Status and sending Reminders thru Phone calls, SMS, Emails and notifications towards maximum participation.

**Phase-III – Analysis & Enabling (Analysis of Survey Results, developing the Change Roadmap and Change Champions, etc):**

- (i) Analysis of the Survey inputs including various validation & bench-marking process.
- (ii) Submission of Preliminary & Final Report with recommendations : Hard copies (5 Sets) along with the Soft version .
- (iii) Presentation to Management on Key findings, recommendations & way-forward.
- (iv) Sharing the detailed Manager level Reports.
- (v) Preparation and launching of all related Post-Survey Communications
- (vi) Developing a team of internal resources (25 Personnel) who will be certified to champion the Change Management initiatives including conducting the Action-Planning Workshops.

**3. Eligibility Criteria of Bidder Organization for Conducting Employee Engagement Survey at BEML:**

(Details to be furnished in the prescribed formats as per the requirement of Technical Bid and to be uploaded in SRM portal).

Sl. No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system for evaluating the Criteria
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(a)	<p>The Organization should have carried out the following activities during last 3 Financial years (2017-18, 2018-2019 &amp; 2019-20):</p> <p>(i) The minimum Average Financial turnover must not be less than Rs. 10 Crores during the last three Financial years (2017-18, 2018-2019 &amp; 2019-20):</p> <p>(ii) The minimum No of Full time Consultants on payroll should not be less than Ten (10), as an average of last three (3) financial years 2017-18, 2018-2019 &amp; 2019-20.</p> <p>(iii) The Bidding Organisation should have designed &amp; conducted minimum Three (3) No. s of Employee Engagement Survey for various organizations during the last three (3) financial years 2017-18, 2018-2019 &amp; 2019-20.</p> <p>(iv) Bidder should have at least one PO/Contract with value of not less than Rs5 lakhs towards EES Conduction during the three (3) years period i.e, 2017-18, 2018-19, 2019-20.</p> <p>(v) The bidder should have conducted at least one (1) EES covering a minimum of thousand (1000 )manpower in the three(3) years period, as mentioned above.</p>	<p><b>Details to be provided as per the Template under Annexure-A.</b></p>
(b)	<p><b>The above details as required must be provided as under Annexure- A (1-14).</b></p> <p>The bidding Organization shall conduct Employee Engagement Survey and the related activities by deploying <b>their own Resource Person(s) or</b> tie up with other agencies or external experts. <b>Details of these agencies/ experts shall be disclosed to BEML in the technical bid itself.</b></p>	<p>If no details are provided it shall be assumed that the agency will use their own in-house resources for the delivery of the Assignment mentioned here.</p>

**NOTE:** (i) The Bidding Organizations must ensure proper submission of the Data and filled in Annexures enclosed herewith.

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- (ii) Relevant documents are to be meticulously uploaded by the bidding Organization and the bid will not be considered if any of the documents is not uploaded. The documents must be complete and legible. No clarification from the bidder will be sought in this regard.
- (iii) Please ensure that **no price details** are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD/Tender fee. **Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.**

#### 4. BID SUBMISSION PROCESS:

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website ([http://www.bemlindia.com/tender\\_hq.php](http://www.bemlindia.com/tender_hq.php)).

**Note:** To participate in this e- tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: [admin.srm@beml.co.in](mailto: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](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141 or email to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

**The last date for submission of the bid is on or before 21.09.2020 @ 14.00hrs.**

This Tender consisting of three parts:

**Part A** – Pre-Qualification Bid i.e. Submission of EMD (In manual mode)

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

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

#### **PART A – Pre-Qualification Bid (Submission of EMD)**

##### **Earnest Money Deposit (EMD):**

EMD amount of Rs 60,000/- (Rupees sixty thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

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

- i) Open the following link:
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<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) 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/-.

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

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

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.60,000/-** (Rupees sixty Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300034002 dated 27/08/2020, Closing date 21.09.2020 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

Asst. General Manager (Corporate Materials)  
**BEML LIMITED.**, Room No.1  
BEML SOUDHA, 23/1, 4<sup>th</sup> Main,  
S.R. Nagar, Bangalore – 560 027



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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.**

The bidders who have not submitted EMD (form of DD/online/EMD exemption certificate/bid guarantee) before the closing date and time of the tender, then their bid will be rejected straightaway. Also bid submitted with EMD in the form other than Demand Draft/Bankers cheque will be rejected.

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.

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

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

### **General Instructions with regard to EMD:**

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
  - b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
  - c) EMD lesser than Rs. 60,000/- will not be accepted and the quotation is liable to be rejected.
  - d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
  - e) EMD does not carry any interest on return.
  - f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
  - g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover,
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super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.

- h) Tender shall be opened **on closing date i.e.21.09.2020 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

### Forfeiture of Earnest Money Deposit:

- 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 requested to carefully go through the terms and conditions of tender before submitting the tender.**

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

Please upload the documents in the system as part of **Technical Bid on SRM Platform**.

Ref. No.	Particulars	Details to be uploaded by firm on SRM Platform
1	Brief details of the firm	Please upload filled-in format as per <b>Annexure - A</b> in collaboration folder.
2	Average annual financial turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year (i.e. 2017-18, 2018-19 & 2019-20) should be minimum <b>Rs.10 Crores.</b>	2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded in the collaboration folder.

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3	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 <b>Annexure – B</b> to be scanned and uploaded on SRM Platform
4	An undertaking is to be submitted stating that the OEM/bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions /Nationalized Banks or PSUs in India.	Undertaking document as per the <b>Annexure – C</b> to be scanned and uploaded on SRM Platform.
5	The bidder must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate On SRM platform (to be scanned and uploaded in SRM Platform)
6	Special Conditions arising out of implementation of GST	Undertaking document as per the <b>Annexure –D</b> to be scanned and uploaded on SRM Platform.
7	Bidder has to upload compliance sheet as part of the technical bid	Please upload Annexure E as compliance sheet

Note : Relevant documents to be scanned and uploaded on SRM Platform else your bid will be rejected.

**Note:**

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.
5. BEML reserves the right to seek clarification from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.

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

**Commercial Bid:** Should contain price details and other relevant Commercial issues.

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

Sl. No	Particulars as per Scope of Work	Amount (All-inclusive price) but Exclusive of GST (in Rs.)
1	Total Professional Fees/Charges for conducting Organizational Climate Survey& Employee Engagement Survey across various BEML locations as per the Scope and Terms and conditions enclosed (Phase I to III)	Please quote lump sum amount in item data

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

Bidder has to quote basic price and GST etc. in the item data column. And applicable GST can be selected from the dropdown box. In case any applicable GST are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.

The Bidder has to quote the Professional charge for each program/Phase excluding taxes. The Professional fees quoted by the Bidder Organization shall remain fixed during the currency of the contract and no variation / change / alteration / correction is permissible on any account. A Bid submitted with any conditional price will be treated as non-responsive and shall be rejected.

Commercial bid of only technically accepted offers will be opened subsequently.

**Please note that the Activities under various Phases may vary (plus / minus) depending on the BEML needs and circumstances.**

**Lowest bidder (L1) shall be evaluated on based on the Total amount quoted under Sl. No 1 as indicated above.**

- Note** : The applicable Taxes including GST, **should not** be included in the bid price, as it is payable extra.
- If exempted from taxes, provide documentary proof issued by income tax department.

**PAYMENT TERMS :**

- No advance payment shall be made.
- Payments shall be subject to deductions of any amount for which the Organization is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- All Payments shall be made in Indian Rupees only.

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- d) The payment will be made within 60 days on completion of all activities under the scope of work as enumerated in this RFP and submission of all necessary Reports & Documents, as a lumpsum.

### GENERAL TERMS & CONDITIONS:

#### **1. DEFINITIONS & INTERPRETATIONS:**

- 1.1 The Purchaser' means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4<sup>th</sup> main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 'Bidding Organization' means Organization / Firm / Company etc. with whom the order for execution of this assignment is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 "Tender" means and includes quotation, invitation to tender and all other documents like specifications, Annexure etc that form part of this tender document.
- 1.5 "Acceptance of Tender" means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, Scope of work, Annexures as enclosed and other condition specified in the acceptance of tenders and if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Words in singular include the plural & vice-versa.
- 1.8 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 1.9 The heading of these conditions shall not affect the interpretations or construction thereof the contract.
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### **2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF SERVICES ( e-mode)**

- 2.1 The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender
- 2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in TWO-BID system. (Technical Bid & Commercial Bid )
- 2.3 Bids should be submitted online in BEML SRM e-Procurement platform only. Bidders should have a valid Class III Digital Signature Certificate issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system. Interested bidders can contact us through email: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

### **OTHER INSTRUCTIONS**

#### **3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:**

- a) The firm should submit their Bids through E-mode in BEML SRM Portal only.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the SRM Portal as Technical Bid.
- c) If the bidder has not provided the document which is specified their offer is liable for rejection.
- d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.
- e) Technical Bid will be opened on (date and time of bid opening) and the commercial Bid of that bidder whose technical bid is accepted only will be opened later.

#### **4.0 INSTRUCTION FOR SUBMISSION OF PRICE BID:**

- a) The firm should submit their Bids through E-mode in BEML SRM Portal only. Please quote the price details in the 'Price Conditions' column in SRM portal against the respective item.
  - b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
  - c) Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM website to submit quotation (non local vendors).
- 4.1 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
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- 4.2 BEML reserves its right to reject any incomplete bid submitted.
- 4.3 The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original Tender Document only at BEML website/ SRM Portal**, Validity of bids submitted shall be deemed to be extended accordingly.
- 4.4 BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 4.5 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.6 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- 4.7 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 4.8 BEML reserves the right to verify, in its sole discretion, any information given by the bidder independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
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- 4.9 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 4.10 The Notice Inviting Tender is not an offer or a contract.
- 4.11 Proposals become BEML's property.
- 4.12 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.13 BEML is not obligated to contract for any of the services described in the Notice Inviting Tender
- 4.14 BEML's decision is final for Evaluation of the offers.
- 4.15 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.16 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 4.17 In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's **orders are not eligible** to participate in this tender.
- 4.18 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.**
- 4.19 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.20 Late / Un-Solicited offers will be rejected.
- 4.21 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase
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order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.

4.22 If you are not able to quote, please send your Regret Letter with reasons for regretting.

4.23 We request you to submit your lowest non-negotiable best competitive price.

4.24 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

4.25 No representation would be entertained on any error(s) if found in the Tender Documents. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

**5.0. PRICE BID VALIDITY:** The Bid should be valid for 90 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

**6.0** The Bidding Organization shall furnish the details as per the Annexure-A

Note: Relevant information as prescribed in the format (Annexure A) shall be furnished along with the supporting documents in the Technical Bid. Non-submission of the proof would lead to disqualification.

### **7.0 EVALUATION OF BIDS:**

Envelopes received as per Part-A above will be opened first and subsequent to realization of DDs (towards EMD/Tender fee), technical evaluation of those bids will be carried out in line with Part B and Price bids of such agencies whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

### **8.0 PRE-BID MEETING**

A pre-bid meeting will be conducted on 10.09.2020 at 11.30hrs at BEML Soudha, 23/1, 4th main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

Queries of the Organizations (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to General Manager – Corporate Materials (purchase@purchase.beml.co.in) to reach us on or before 09.09.2020.

### **9.0 DIGITAL SIGNATURE**

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

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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

### **10.0 SERVICE EFFECTIVENESS & TIMELY DELIVERY:**

It is expected that the Organization & its resources will deliver the required services under the Scope of Work as enumerated in this Tender Enquiry with due effectiveness and within the given time frame.

### **11.0 PENALTY / LIQUIDATED DAMAGES (LD):**

Time is essence of the contract. The successful Bidder Organization must adhere to the Time Schedule provided by the User department (time to time) based on the Organizational priorities. Any Non Compliance, without valid reasons /Notice/Discussion will entail a penalty equivalent to 10% of the professional fee of the particular activity as follows:

If such cancellation/postponement is of 6 days before the commencement of the Activity by the Bidder organization and less 25% of professional fee of the particular program will be recovered from the Organization. This penalty/LD WILL BE CALCULATED @ of 10% of the of the professional fee of the particular activity for any postponement of 7 days, 25% for 5 days under after duly certified by the user and/or authorized official of BEML LTD given execute the relevant portion of scope of work as specified in the Work Order.

### **12.0 AUTHORITY OF PERSONS SIGNING DOCUMENT:**

A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

### **13.0 Evaluation of Tenders:**

13.1 Bids are opened on the stipulated due date and time mentioned in the tender.

13.2 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

13.3 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

13.4 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.

13.5 BEML reserves its right to reject any incomplete bid submitted.

13.6 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.

13.7 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

### **14.0. FIRM PRICE:**

The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract

### **15. ACCEPTANCE OF ORDER:**

The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of

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deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

### **16.0. SECURITY DEPOSIT / PERFORMANCE GUARANTEE ( if applicable)**

10 % of PO value has to be deposited as interest free security deposit/Performance Guarantee at the time of acceptance of offer in respect of all service contracts and major capital goods like plant and machinery, etc as follows:

- (i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and warranty (CBG) clause for 10% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.
- (ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.
- (iii) A bank guarantee for a nominal amount of Rs.5000/- must be obtained from each Sub-contractor valid for a year, on yearly basis

BEML reserves the right to accept a bank guarantee from any of the Scheduled Commercial Banks authorised by RBI in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months. No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

### **17.0 PRICE, INVOICING AND PAYMENT:**

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

### **18.0 VALIDITY PERIOD:**

The Purchase Order is valid for a maximum period for 12 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

### **19.0 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.

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### **20.0. 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.

### **21.0 APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

### **22.0. INTELLECTUAL PROPERTY RIGHTS:**

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 anon-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 Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

**23.** In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable as below:

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24. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

25. For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website [www.bemlindia.in](http://www.bemlindia.in)

### **26.0. 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, as is provided in case of cancellation under clause – 12 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.

### **27.0 JURISDICTION:**

Courts of 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 BEML and the Supplier.

### **28.0. ARBITRATION:**

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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 or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

### **29.0. 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, shall 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.

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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. Purchase may takeover partly processed material at a mutually agreed price

### **30.0 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.

### **31.0 FALL CLAUSE:**

- i. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

### **32.0. TERMINATION OF CONTRACT:**

- a) BEML LTD may at any time terminate the contract, if the Bidder is unable to provide the training services as per the contract. In such cases, if any amount is due to the Bidder on account of the training conducted by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to conduct the training program has been made at the Bidder's cost and risk. The selected Bidder/s will give at least three months' notice prior to discontinuing the service.
  - b) BEML LTD may at any time terminate the Contract by giving written notice to the selected Organization/ Institution, without compensation to the selected Organization/Institution, if the selected Organization/ Institution becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BEML LTD.
  - c) BEML LTD may by written notice sent to the selected Organization/ Institution, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for BEML LTD's convenience, the extent to which
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performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. BEML LTD reserves the right to elect :

- i. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or;
- ii. to cancel the remainder and pay to the selected Organization / Agency / Institution, an agreed amount for partially completed Services.

### **33.0 DURING ARBITRATION:**

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

### **34.0 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.

### **35.0 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.

### **36.0 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to sub-contract 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.

### **37.0 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

#### ***Commitment by Purchaser:***

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

#### ***Commitment by the Contractor:***

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled.

The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

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The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

### **38.0 SECRECY:**

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

**Thanking you,**

**For BEML Limited**

**Asst. General Manager,**

**Corporate Materials**



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

**Bid Invitation No:6300034002**

**Date: 27.08.2020**

**Annexure –‘A’**

### **DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of the Organization	
2	Name of the owner of the Organization. The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished together with their contact number.	
3	Address of the Organization with E-mail ID	
4	Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID.	
5	Date of Incorporation / Registration of the Organization with details	Copy of certificate of Incorporation / Registration certificate duly signed to be upload
6	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
7	TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode).	
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices with Consultants details under HR Consultancy/People Advisory Services. <b>The minimum No of such Consultants on payroll should not be less than 10 (as an average of last three (3) financial years</b>	

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2017-18, 2018-2019 & 2019-20 )		
9	Profile of Full-time HR Consultants (viz Name, Photo, Educational Qualification, Experience including Employee Engagement Survey comprising of Name of the Organizations, Time Period, Designation/ Role, Certification Details etc). The Profile for Full Time Consultants encompassing their Work Experience including Employee Engagement Survey must be certified by the Head of the Bidding Organization	
10	Details of Financial Turnover of the bidding organization wrt Previous three (3) years i.e., for the period FY- 2017-18, 2018-19 & 2019-20. The minimum <b>Average</b> financial turnover must not be less than Rs.10 Crores during the last three financial year. Please upload Audited Balance Sheet and Profit & Loss account statements of last three financial years. (i.e. 2017-18, 2018-19 & 2019-20)	2017-18 2018-19 2019-20 The audited financial statements of the relevant years duly signed should be uploaded
11	Relevant Certification details of the Organization, as applicable may be provided	
12	The bidding Organization shall conduct Employee Engagement Survey and the related activities by deploying <b>their own Resource Person(s) or</b> tie up with other agencies or external experts. <b>Details of these agencies/ experts shall be disclosed to BEML in the technical bid itself.</b>  If no details are provided it shall be assumed that the agency will use their own in-house resources for the delivery of the Assignment mentioned here.	

### **MANDATORY DETAILS (Sl.No.13 to 14)**

#### **13. Conduction of Employee Engagement Survey (EES) Should have designed & developed minimum 3no.s**

**Employee Engagement Survey (2017-18, 2018-19 & 2019-20): Summary details to be given as below, with the supporting documents as attachment ----- MANDATORY**

Sl No	Year of the Assignment of EES Conduction	Client Organization (Name, Address, Contact No)	Brief Description of the Assignment with deliverables)	Man power Strengthcovered for Survey (refer point (b) of the note of Table 13 below).	Value of the Assignment (Rs)	Reference from Client Organization as Proof <b>(Purchase</b>

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						Order & Client Certificate of Completion)
1	2	3	4	5	6	7
	2017-18					
	2018-19					
	2019-20					

### Note for Table No 13:

- Bidder should have at least one PO/Contract with value of not less than Rs 5 lakhs towards EES Conduction during 2017-18, 2018-19, 2019-20 .
- The bidder should have conducted at least one (1) EES covering a minimum of manpower strength of 1000 during the entire three years period.
- Please mention only the details of completed projects and completed portions of ongoing projects.
- Reference from Client Organization as Proof (Purchase Order & Client Certificate of Completion) to be uploaded without which the assignment / experience will not be considered. All documents must be complete and legible
- The Bidding organization must submit the complete details of their Perspectives and Methodology used in those Assignment handled reference Table No 13.

### 14. Details of Consultants – Full time:

Sl. No.	Consultant Name	Qualification	Work experience Details
1	2	3	4

### NOTE :

- Please ensure to provide the Proper INDEX Page (Point wise as per Annexure-A)
- Each page must have the Page Nos with Seal & Signature.
- All Attachments should be uploaded as per the point wise sequence with page no under Annexure- A



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4. The Profile for Full Time Consultants including their Work Experience must be certified by the Head of the Bidding Organization.

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

Signature with date of Authorized signatory:

Name	
Designation	
Firm's Seal	
Date	
Place	

Bid Invitation No:6300034002

Date: 27.08.2020

Annexure -B

### UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_



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**Bid Invitation No:6300034002**

**Date: 27.08.2020**

**Annexure - c**

### Undertaking

To:

The Deputy General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid 6300034002 dated 27.08.2020 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 at the time of bidding.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

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Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**Bid Invitation No:6300034002**

**Date: 27.08.2020**

**Annexure-'D'**

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

**Tax Indemnity clause**

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn



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shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
  5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
  6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
  7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
  8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
  9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
  10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, **an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
  11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
  12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
  13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
-





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14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

**Place:**

**Date:**

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_



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Bid Invitation No:6300034002

Date: 27.08.2020

Annexure-‘E’

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

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in format as per <b>Annexure-A</b> in collaboration folder	
B	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	As per <b>Annexure-B</b> certified by the authorized signatory of the bid to be uploaded in the collaboration	
C	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions.	As per <b>Annexure-C</b> certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per <b>Annexure-D</b> to be signed and uploaded in the collaboration folder.	
E	Technical compliance sheet as per Technical bid	As per <b>Annexure-E</b> to be signed and uploaded in the collaboration folder.	
F	Location wise distribution of BEML Executives and employees (tentative list as per Annexure-F enclosed)	As per <b>Annexure-F</b> to be signed and uploaded in the collaboration folder.	



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Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**Bid Invitation No:6300034002**

**Date: 27.08.2020**

### Annexure - F

Location wise distribution of BEML Executives and Employees

SI.No	BEML Locations	Type of Office	A	B	C	Total
<b>NORTH</b>						<b>168</b>
1	Delhi -RO	Regional Office	5	49	26	80
2	Jammu -DO	District Office	0	5	5	10
3	Singrauli	Regional Office	4	34	40	78
<b>EAST</b>						<b>296</b>
4	Bilaspur - DO	District Office	1	24	29	54
5	Dhanbad-RO	Regional Office	1	27	18	46
6	Asansol -DO	District Office	1	9	23	33
7	Guwahati -DO	District Office	0	10	9	19
8	Kolkatta -RO	Regional Office	2	25	23	50
9	Ranchi - RO	Regional Office	2	22	30	54
10	Bhuaneshwar-DO	District Office	0	2	4	6
11	Sambalpur -RO	Regional Office	1	17	16	34
<b>WEST</b>						<b>129</b>
12	Ahmedabad -DO	District Office	0	6	5	11
13	Mumbai -RO	Regional Office	2	13	10	25
14	Panjim -DO	District Office	0	0	1	1
15	Udaipur -DO	District Office	1	12	7	20
16	Bhillai -DO	District Office	1	6	8	15
17	Chandrapur -DO	District Office	0	13	17	30
18	Nagpur -RO	Regional Office	3	7	17	27

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SOUTH						5693
19	BANGALORE COMPLEX	Plant	55	333	938	1326
20	BEML - SOUDHA	Corporate Office	58	162	94	314
21	Chennai -RO	District Office	0	10	6	16
22	Cochin -AC	Activity Centre	0	1	1	2
23	Neyveli -DO	Regional Office	1	6	11	18
24	Bacheli-DO	District Office	0	4	7	11
25	Hospet -DO	District Office	0	4	4	8
26	Hyderabad -RO	Regional Office	1	22	25	48
27	Kothagudam -DO	District Office	0	4	11	15
28	Ramgundam -DO	District Office	0	12	13	25
29	KGF COMPLEX	Plant	89	538	1710	2337
30	MYSORE COMPLEX	Plant	46	297	935	1278
31	PALAKKAD COMPLEX	Plant	9	73	213	295
<b>Grand Total</b>			<b>283</b>	<b>1747</b>	<b>4256</b>	<b>6286</b>

<b>A</b>		Executives in the level of Gr-VII (DGM) and above.
<b>B</b>		Executives in the level of Gr-I to Gr-VI (AGM).
<b>C</b>		Employees from Wg.A to S6.

**Note: The above list is tentative only.**

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_