



BEML LIMITED

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

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

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

TENDER No: 6300035890

Date: 22.04.2021

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR RECRUITMENT SUPPORT SERVICE FOR A PERIOD OF TWO YEARS (Extendable for One more Year)

The last date for submission of the quote is one 13.05.2021 before 14.00hrs.



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Preamble:

BEML Limited, diversified Indian Multinational, supplying Global standard products to the Sectors such as Defence & Aerospace, Mining & Construction, Rail & Metro is known for its competitiveness, in-house R&D, cost effective & creative solutions to the customers. BEML is poised for tremendous growth under the initiative of "Atmanirbhar Bharat" by leveraging its Technological capacity & Human capability.

In this journey, it is envisaged that HRM in general and Talent Acquisition (TA) in particular, will play a crucial role. As known, TA has got 03 core objectives:

- i. Reduce time to hire through innovative approaches,
- ii. Reduce cost per hire (Cost Leadership)
- iii. Increase quality of hire

As Recruitment emphasises new TA technology, tools, analytics & by spanning wide to expand the hiring pool of candidates with an aim to hire most talented employees with maximum efficiency and effectiveness which in-turn ensures Business success in today's competitive world.

With the above, BEML Limited by this RFP, aims to engage TA partner on the following scope of work.

1. SCOPE OF WORK

The scope of work entails mainly four areas

- A. IT and Communication areas
- B. Development of Application tracking systems (ATS) including receipt and management of application fees, Reports generations (Daily), online (e-mails/SMS/WhatsApp group etc.) and telephonic support system to the candidates during the recruitment process.
- C. Development, Calibration, Administration of Assessment tools including making the Question papers (On-line/ Off-line) and Psychometric instruments, as per the BEML requirements.
- D. Various Logistics arrangements to ensure smooth administration of the recruitment cycles and activities.

A. IT AND COMMUNICATION AREAS

1. All the Technology used should be of open-sourced and there should not have any license implications to BEML Ltd. The bidding agency must ensure supply and support of associated hardware requirements, as required during the contract period for execution of the Recruitment activities of BEML.
2. The bidding agency is required to communicate to the Candidates and other stake holders at various stages of recruitment activities through Phone Calls, E-mail, SMS, WhatsApp, etc., as per the format and requirements of BEML.

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B. DEVELOPMENT OF APPLICATION TRACKING SYSTEMS (ATS) INCLUDING RECEIPT AND MANAGEMENT OF APPLICATION FEES, REPORTS GENERATIONS (DAILY), ONLINE/ TELEPHONIC SUPPORT SYSTEM TO THE CANDIDATES DURING THE RECRUITMENT PROCESS.

1. The agency needs to capture the BEML requirements (Position, Application & segment wise), develop and upload the ATS on BEML Server and is to ensure smooth functioning of the same.
2. The ATS may require to have the application fee module, up-loading facility of relevant documents, photographs, etc.
3. The agency must have necessary experience, tie-ups and permits to deal with application fee matter.
4. Daily reporting (both reports and graphs –on a **DASH-BOARD**) including applications received would be necessary as per BEML template.
5. The agency will be required to provide a detailed booklet (both Soft & Hard copy-1 set) of each application received (segment wise) against advertisement hosted (with-in 2 days of Advertisement closing date) including the data dump of all the responses, as a part of Daily Management.
6. The agency must facilitate both on-line/ telephonic support system to the candidates to respond to various queries, address the support requirements etc. towards providing a good experience during the recruitment cycle. For this purpose, exclusive e-mail and help desk number must be available.
7. The Agency is required to collate, analyze and provide Comprehensive Report combining various Assessment Inputs & Results for each candidate to facilitate the selection decisions.

C. DEVELOPMENT, CALIBRATION, ADMINISTRATION OF ASSESSMENT TOOLS (On-line and Off-line) LIKE MCQ/Descriptive QUESTION PAPER, GROUP DISCUSSION, PSYCHOMETRIC etc.

In today's competitive talent market, BEML would like to adapt multi-layer assessment systems for different segments of target groups including Campus, Open (Experienced /Fresher), Consultants/ Advisors, FTE (Fixed Tenure Engagement), etc., which would involve Written Test, Psychometric, Group Discussion, etc. – Off-line/On-line.

1. Bidding agency may be required to provide relevant Cognitive Ability Tests (along with the requisite keys) to measure the Intelligence, Learning Abilities, Logical Thinking, problem solving abilities, verbal and reasoning abilities, etc.
2. The agency is also required to generate & provide Objective type multiple choice & descriptive type question banks (with answers) for the various Subjects relevant to the target groups for assessment purpose, as per the BEML requirements.
3. Related software/test Engines/ IPR issues / key / Answer sheet, interpretations report, etc., must be provided and taken care of by the agency, as per the requirements of BEML.
4. Agency will also be required to print, as required & supply the required number of question papers & answer sheets (Objective type - MCQ with OMR/ Otherwise) and or descriptive type questions in case of the Off-line recruitment (pen & paper method) becomes necessary.

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5. Agency should also able to upload question paper supplied by BEML, as and when necessary.
6. The Agency would be required to administer On-line assessments, with the requisite security and ease and scope, whenever it is necessary.
7. **Agency would be required to administer/ support BEML licensed/ otherwise psychometric instruments as and when necessary.**
8. **In view of the Covid Situation, the agency will also be required to administer on-line assessment test to candidates across India from their locations with appropriate safety software to monitor any deviation/ manipulation by the candidate (for example by applying AI based proctoring tools to detect any irregularities by the candidates and produce appropriate proof of intentional/ unintentional deviations).**

D. LOGISTICS ARRANGEMENTS TO ENSURE SMOOTH ADMINISTRATION OF RECRUITMENT CYCLES AND ACTIVITIES.

1. Arranging venue and all necessary infrastructure requirements for conducting of written test (off-line/ on-line) for candidates at selected locations viz., New Delhi, Bangalore, Mumbai, Kolkata, Hyderabad, Chennai, Mysore, KGF etc. as may be required by BEML.
2. The candidates are to be allowed to take written tests by obtaining bio-metric thumb impression-based on the requirement. The agency is also required to supply computer terminals for assessments linked through the secured LAN to administer the question paper, to control access & attendance by biometric thumb impression, to assess the response sheets (particularly MCQ types) etc.
3. Evaluation of answers of On-line & Off-line Tests, Report on Assessment inputs, preparation of the Merit List – at Group level and a complete Report at individual level.
4. The Merit list has to be prepared Discipline / Category wise as per the criteria fixed by BEML and provided in both Soft & Hard Copy format in the time frame decided by BEML.
5. Prepare and provide a comprehensive booklet encompassing various data, bio-data etc., of the candidates short listed for Interview in the format provided by BEML, in soft or hard copy, as may be required by BEML.
6. The agency must ensure that the test venues have appropriate safety, Covid-measures, drinking water, hygiene, necessary power backups, proper connectivity, as applicable.
7. The Center co-ordination and management of the test venue will be the responsibility of the agency.
8. The physical infrastructure requirement will be subject to BEML's need based on the target group, non-Covid, Government and other process requirement.

The above process would be applicable and necessary for various segments of target groups like Campus, Fresh candidates, Experienced candidates, FTEs, Interns, etc.



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MANDATORY -Detailed Technical and Quality specifications (Sl.No.9 to 11) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

BEML reserves the right to avail the services of the agency for any of the stages **either in partial or full** and it is not obligatory for BEML to avail all the services. BEML also reserves the right to ask for any additional and related services to be taken care by the agency against the suitable payment on actual, against the bills. **(Due to any unforeseen (or) Covid Situation)**

Based on the BEML requirement, the services of the agency as described in this document may also be utilized for internal recruitment/ people development and promotional assessment etc.

1. 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).

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

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141 or email to admin.srm@beml.co.in.

The last date for submission of the bid is on or before 13.05.2021@ 14 hrs.

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 50,000/- (Rupees fifty 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:

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i) Open the following link:

<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 50,000/-.

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.50,000/-** (Rupees fifty thousand only) drawn in favour 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. 6300035890 dated 22.04.2021, Closing date 13.05.2021 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar, Bangalore – 560 027
KARNATAKA, India

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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. 50,000/- 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 agency 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 (agency claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.

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- h) Tender shall be opened **on closing date i.e, 13.05.2021 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/agency 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 agency 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)

i) Mandatory Requirement:

Please note that the Detailed Technical and Quality specifications (Sl.No.9 to 11) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

1. Should have minimum 10 years' experience in this field
(Scan copy of Certificate of incorporation/registration to be uploaded)
2. Should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients including minimum two reputed organizations during last three years.
(Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded) and documents showing that the Business activities related to Recruitment areas was not of less than Rs 100 Lakhs (as an Average during the last 3 years-2017-18, 2018-19 & 2019-20, other than Covid years.)

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Bids without uploading above documents as proof (as per 1, 2 & 3) on the collaboration folder of the SRM system will be rejected.

ii) Informative Requirement:-

1. Should have the capability to conduct on-line test all over India for batch of candidates ranging from not less than 100 till approx. 5000 (this may vary) including IT infrastructure.
2. Should be able to arrange venue, organize / conduct written/online test and evaluate OMR answers sheets in major cities of India for candidates less than 100 to 5000 range.
3. Should have data base of questions in the various discipline in Technical, Finance, Marketing, Computer Science / IT, HR, trades like Fitter, Welder, Electrician, turner, machinist, general aptitude with level of difficulties and also any other discipline required by BEML in English & Hindi.
4. Managing the recruitment processes at the desired location as indicated in the scope of work.
5. Any sub-contracting for preparation for assessment tool, specialised software required for online test administration (like proctoring), etc must be undertaken with prior knowledge and approval of BEML. The payment towards the same will be reimbursed against the bill on actual basis.
6. The bidder should not have been banned / black listed / debarred from Trade by any Central / State Govt. Dept./Autonomous Institutions or PSUs in India. An undertaking needs to be provided by the Agency .
7. Preferably an ISO certified company.

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

Ref. No.	Particulars	Details to be uploaded by agency on SRM Platform
1	Brief details of the agency	Please upload filled-in format as per Annexure - A in collaboration folder.
2	Should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients including minimum two reputed organizations during last three years.	Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded
3	Should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients.	Documents showing that the Business activities related to Recruitment areas was not of less than Rs 100 Lakhs (as an Average during the last 3 years-2017-18, 2018-19 & 2019-20, other than covid years)

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4	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – B to be scanned and uploaded on SRM Platform
5	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 Annexure – C to be scanned and uploaded on SRM Platform.
6	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)
7	Special Conditions arising out of implementation of GST	Undertaking document as per the Annexure – D to be scanned and uploaded on SRM Platform.
8	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.
6. In token of acceptance of all the terms and conditions and scope of work of the tender, you are requested to sign with company seal on all the pages of Annexure-A, B, C, D & E and the same should be scanned and uploaded in the system.

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

The following details are to be uploaded on the system



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Bidder shall quote Processing charges per application/ person for all the items (slabs) under each stage & for all the stages. Bidder to enter Processing charges per application/person/candidate for all the items (60 items) mandatorily under 'Item Data' against the respective items as per Annex-E. Applicable taxes will be paid extra.

Any other remarks may be entered under 'Notes' for each item.

(Offers will be rejected if bidders have not quoted for any of the 60 items as per **Annex-E**)

Price bids are evaluated on L1 (subject to the agencies are Technically qualified by the Technical Evaluation Committee as per the Technical & Quality parameters under this RFP) basis by arriving at the sum of total extended cost for all the items (sl. # 1 to 60) by considering net range of each slab (i.e. net number of applications/candidates under each slab as indicated in the format)

RESPONSIBILITIES OF BEML

BEML will provide access to BEML website and processes as needed.

BEML will provide necessary permissions for entry at work sites and usage of infrastructure, subject to approval.

PAYMENT TERMS

- a) No advance payment shall be made.
- b) 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.
- c) All Payments shall be made in Indian Rupees only.
- d) **The payment will be made with-in 60 days, on completion of all related activities and submission of necessary documents in every Six-months period, subject to meeting the BEML requirements and work completion certificate of BEML Dept.**

TIME SCHEDULE :

The time schedule of the activities will be as indicated by BEML in the contract, which has to be mutually agreed upon and shall be strictly adhered to, irrespective of the number of application registered/received/to be processed.

CONTRACT PERIOD / VALIDITY

Contract period is for 2 (two) years starting from the date of release of purchase order. Further extendable for a period of one year at the same terms & conditions, subject to satisfactory Performance.



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BEML Ltd., reserves the right to terminate the contract at any time by giving a minimum of one month notice in the event of party's failure to deliver quality and timely services.

The rates quoted/finalized will be valid for the entire period of 2 (two) years of contract period (from the date of purchase order) and for extended period or till the completion of the entire cycle of any ongoing recruitment process whichever is later.

AVAILABILITY FOR WORK:

Apart from the weekdays, the services should be available on Saturdays/Sundays, if required for which prior intimation will be given.

HELP DESK :

To be set up by the service provider for clarifying queries/trouble shooting/replies of emails raising queries or clarification from the candidate.

RISK PURCHASE CLAUSE:

In case of non-performance of the contract, BEML Ltd., will have an option to avail the services of alternate service provider at your risk and cost apart from recovery of Liquidated damages.

PENALTY CLAUSE :

10% of the total value of the respective stage shall be recovered, in case party fails to comply with the requirement prescribed for the stage in case of accuracy of the data and mutually agreed delivery schedules.

The Agency must ensure appropriate risk assessment and risk mitigation mechanism to ensure no loss of BEML's goodwill, time, resources, etc. As a GoI Organization, BEML is to ensure governance of these processes are proper and the Agency must take all necessary steps to ensure the same.

CONFIDENTIALITY:

Bidders shall not divulge any information related to the tender/contract to any person or agency without permission from BEML. In any such event the contract will automatically stand cancelled with immediate effect. To this effect, successful bidder shall execute an undertaking.

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

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Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027” and shall be deemed to include its successors and assignee.

- 1.2 ‘Bidding Organisation’ means Organisation / Agency / 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 agency , 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 of 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 agency 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 agency 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.

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c) Only GST registered vendor needs to quote. Agency 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.
- 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/re-float 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.

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- 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 BEM 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 bidders 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.
- 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.



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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, agency , 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.

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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 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 agency 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

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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 03.05.2021 at 11:00.am 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 13.05.2021 by 14:00 Hrs .

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.

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 (recruitment advertisement/ cycle/ process) 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.

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PENALTY CLAUSE :

10% of the total value of the respective stage shall be recovered, in case party fails to comply with the requirement prescribed for the stage in case of accuracy of the data and mutually agreed delivery schedules.

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 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.

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16.0. SECURITY DEPOSIT / PERFORMANCE GUARANTEE (if applicable)

3 % 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 3% 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.

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 2 years (24 months) and further extendable for a period of One year (12 months) (at the same terms & conditions, subject to satisfactory Performance) 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 or incomplete or ineffective Services 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".



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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 :

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

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

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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. 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.

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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 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:

“Services 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

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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.

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.

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Annexure –‘A’

TENDER No: 6300035890

Date: 22.04.2021

DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

PART- I

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

Sl. No.	Description	Details (To upload Documentary proof)
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	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
6	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).	
7	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices)	

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Annexure –‘A’

TENDER No: 6300035890

Date: 22.04.2021

PART- II

MANDATORY -Detailed Technical and Quality specifications (Sl.No.9 to 11) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

*Sl. # 09 to 11 are mandatory technical requirement for which suitable documents are to be uploaded on collaboration folder failing which bids will be rejected.

Sl. No.	Description	Details (To upload Documentary proof)
9*	Date of Incorporation / Registration of the Organization with details (Should have minimum 10 years' experience in this field)	Copy of certificate of Incorporation / Registration certificate duly signed to be upload
10*	Should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients including minimum two reputed organizations during last three years.	Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded
11*	Should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients	Documents showing that the Business activities related to Recruitment areas was not of less than Rs 100 Lakhs (as an Average during the last 3 years-2017-18, 2018-19 & 2019-20, other than covid years)
12	Should have the capability to conduct online test all over India for batch of candidates ranging to less than 100 to 5,000 range including IT infrastructure	
13	Should be able to arrange venue, organize / conduct written test and evaluate OMR answers sheets in major cities of India for candidates less than 100 to 5,000 range	
14	Should have data base of questions in the various discipline in Technical, Finance, Marketing, Computer Science / IT, HR, trades like Fitter, Welder, Electrician, turner, machinist,	

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	<p>general aptitude with level of difficulties and also any other discipline required by BEML in English & Hindi.</p> <p>Based on the actual requirements, the agency may be required to prepare, supply and administer assessment instrument in languages like Kannada, Tamil etc.</p>	
15	Managing the recruitment process both online and offline as indicated in this tender document.	
16	<p>Any sub-contracting for preparation for assessment tool, specialised software required for online test administration (like proctoring), etc must be undertaken with prior knowledge and approval of BEML.</p> <p>The payment towards the same will be reimbursed against the bill on actual basis.</p>	
17	The bidder should not have been banned / black listed / debarred from Trade by any Central / State Govt. Dept./Autonomous Institutions or PSUs in India.	An undertaking needs to be provided by the Agency (format enclosed)
18	An ISO certified company.	Related certificates to be enclosed

NOTE :

1. Please ensure to provide the Proper INDEX Page (Point wise as per Annexure-I)
2. Each page must have the Page Nos with Seal & Signature.
3. All Attachments should be uploaded as per the point wise sequence with page no.
4. **MANDATORY -Detailed Technical and Quality specifications (Sl.No.9 to 11) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

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

Signature with date of Authorized signatory:

Name	
Designation	
Agency 's Seal	
Date	
Place	



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TENDER No: 6300035890

Annexure - B
Date: 22.04.2021

UNDERTAKING

This is to certify that _____ (Name of the Agency) 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: _____

Agency 's Seal: _____



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TENDER No: 6300035890

Annexure - C
Date: 22.04.2021

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # **6300035890** dated 22.04.2021 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: _____

Designation: _____

Agency 's Seal: _____

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TENDER No: 6300035890

Annexure-‘D’
Date: 22.04.2021

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

Tax Indemnity clause

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

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6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:



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Date:

Signature with date of Authorized signatory

Name: _____

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Annexure-E

TENDER No: 6300035890

Date: 22.04.2021

CHARGES FOR SERVICES

Based on the Covid Situation and target group, BEML would like to adopt the following process for the assessment of candidates :

A : Traditional On-line/ Off-line assessment.

B : On-line assessment using Proctoring tool.

Sl. No.	Description	Slab	Slab Unit of measure	Charges per application / candidate, Rs. (To quote in system against ITEM DATA)	Extended cost , Rs (F) = (E) X (Slab Range)
(A)	(B)	(C)	(D)	(E)	(F)
1	Processing Charges per application as per the scope of work.	1 – 200	Nos.		(E) x 200
2		201 – 500	Nos.		(E) x 300
3		501 – 1000	Nos.		(E) x 500
4		1001 – 3000	Nos.		(E) x 2000
5		3001 – 5000	Nos.		(E) x 2000
6		5001 – 10,000 & above	Nos.		(E) x 5000
7	Charges towards providing detailed Soft copy of all individual application along with complete 'Data dump' of all the applications received against the advertisement.	201 – 500	Nos.		(E) x 300
8		501 – 1000	Nos.		(E) x 500
9		1001 – 3000	Nos.		(E) x 2000
10		3001 – 5000	Nos.		(E) x 2000
11		5001 – 10,000 & above	Nos.		(E) x 5000
12	Charges towards providing detailed booklet of Individual application received - Hard copy	1 - 200	Nos.		(E) x 200
13		201 – 500	Nos.		(E) x 300
14		501 – 1000	Nos.		(E) x 500
15		1001 – 3000	Nos.		(E) x 2000
16		3001 – 5000	Nos.		(E) x 2000

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Sl. No.	Description	Slab	Slab Unit of measure	Charges per application / candidate, Rs. (To quote in system against ITEM DATA)	Extended cost , Rs (F) = (E) X (Slab Range)
17		5001 – 10,000 & above	Nos.		(E) x 5000
18	Charges towards communication to all the eligible candidates including e-mail for attending Written Test.	1 - 200	Nos.		(E) x 200
19		201 – 500	Nos.		(E) x 300
20		501 – 1000	Nos.		(E) x 500
21		1001 – 3000	Nos.		(E) x 2000
22		3001 – 5000	Nos.		(E) x 2000
23		5001 – 10,000 & above	Nos.		(E) x 5000
24	Charges towards communication to all the eligible candidates including e-mail for attending Interview.	1 - 200	Nos.		(E) x 200
25		201 – 500	Nos.		(E) x 300
26		501 – 1000	Nos.		(E) x 500
27		1001 – 3000	Nos.		(E) x 2000
28		3001 – 5000	Nos.		(E) x 2000
29		5001 – 10,000 & above	Nos.		(E) x 5000
30	Charges towards providing objective type multiple choice & descriptive type question bank with answers for subject & Cognitive ability.	1 - 200	Nos.		(E) x 200
31		201 – 500	Nos.		(E) x 300
32		501 – 1000	Nos.		(E) x 500
33		1001 – 3000	Nos.		(E) x 2000
34		3001 – 5000	Nos.		(E) x 2000
35		5001 – 10,000 & above	Nos.		(E) x 5000
36	Charges towards printing & supply the required number of question papers & answer sheets (Objective type - MCQ with OMR/ Otherwise) and or descriptive type	1 - 200	Nos.		(E) x 200
37		201 – 500	Nos.		(E) x 300
38		501 – 1000	Nos.		(E) x 500
39		1001 – 3000	Nos.		(E) x 2000
40		3001 – 5000	Nos.		(E) x 2000

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Sl. No.	Description	Slab	Slab Unit of measure	Charges per application / candidate, Rs. (To quote in system against ITEM DATA)	Extended cost , Rs (F) = (E) X (Slab Range)
41	questions in case of off-line recruitment (pen & paper method).	5001 – 10,000 & above	Nos.		(E) x 5000
42	Charges towards arranging Venue & Infrastructure per candidate as per the scope of work and administering the On-line/ Off-line test. (or) Administer on-line assessment test to candidates across India from their locations with appropriate safety software to monitor any deviation/ manipulation by the candidate (for example by applying AI based proctoring tools)	1 - 200	Nos.		(E) x 200
43		201 – 500	Nos.		(E) x 300
44		501 – 1000	Nos.		(E) x 500
45		1001 – 3000	Nos.		(E) x 2000
46		3001 – 5000	Nos.		(E) x 2000
47		5001 – 10,000 & above	Nos.		(E) x 5000
48	Charges towards Evaluation of answers per candidate for scope of work as stated under	1 - 200	Nos.		(E) x 200
49		201 – 500	Nos.		(E) x 300
50		501 – 1000	Nos.		(E) x 500
51		1001 – 3000	Nos.		(E) x 2000
52		3001 – 5000	Nos.		(E) x 2000
53		5001 – 10,000 & above	Nos.		(E) x 5000
54		The Agency is required	1 - 200	Nos.	

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Sl. No.	Description	Slab	Slab Unit of measure	Charges per application / candidate, Rs. (To quote in system against ITEM DATA)	Extended cost , Rs (F) = (E) X (Slab Range)
55	to collate, analyze and provide Comprehensive Report combining various Assessment Inputs & Results for each candidate to facilitate the selection decisions.	201 – 500	Nos.		(E) x 300
56		501 – 1000	Nos.		(E) x 500
57		1001 – 3000	Nos.		(E) x 2000
58		3001 – 5000	Nos.		(E) x 2000
59		5001 – 10,000 & above	Nos.		(E) x 5000
60	Charges towards both on-line/ telephonic support system to the candidates to ensure a good experience during the recruitment cycle. For this purpose, exclusive e-mail and help desk number must be introduced.	Open Slab (i.e. to be open during the time of Recruitment Advertisement)	NA		(F) = (E) (in this case)
TOTAL*					

*** The bidding agency has to calculate the total Cost by adding all the 60 Extended costs.**

Price bids are evaluated on L1 (subject to the agencies are Technically qualified by the Technical Evaluation Committee as per the Technical & Quality parameters under this RFP) basis by arriving at the sum of total extended cost for all the items (sl. # 1 to 60) by considering net range of each slab (i.e. net number of applications/candidates under each slab as indicated in the format)

NB:

(1) Reference (Page) any specialized/ additional services will be reimbursed based on prior approval from BEML subject to bill at Actuals.

Note: No price to be entered in Annexure E and uploaded in the technical bid. If price is entered in Annexure E and uploaded in the collaboration folder the bid will be rejected.

Place:

Date:

Signature with date of Authorized signatory



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