



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 DOCUMENT

Bid Invitation No. 6300036013

**Comprehensive AMC for IT Equipments in BEML Limited, BEML Soudha and
Unity Buildings for a period of TWO years**

Tender closing date & Time : 31.05.2021 @ 1400 Hrs

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



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Introduction

General Information

BEML LTD, incorporated in 1964, is a Mini-Ratna (Category-I) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products of core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace, BEML is a listed company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments – Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

BEML under its Defence segment offers High Mobility and Recovery vehicles, Bridge Systems, vehicles for Missile projects, Tank Transportation Trailers, Milrail Wagons, Mine Ploughs, Crash Fire Tenders, Aircraft Towing Tractors, Aircraft Weapon Loading Trolley etc., Under Rail & Metro segment, BEML offers Passenger Vehicles, EMUs, Metro Cars, Maintenance & Utility Vehicles etc., Under Mining and Construction segment, the company offers Bull Dozers, Excavators, Dumpers, Shovels, Loaders, Water Sprinklers, Motor Graders., Pipe Layers, Tyre Handlers, etc.,

The company has four manufacturing complexes located Bengaluru, KGF, Mysore and Palakkad and a subsidiary steel foundry functioning in Tarikere, Shimoga District. All the manufacturing divisions of BEML have been accredited with ISO 9001-2000 certification, BEML has its own world-class Composite R&D establishment for Design and Development of products. The company has nationwide Marketing Network and International Business Division.

2. 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).

BEML LTD invites tender from Manufacturers per following details :-

Description	Comprehensive AMC for IT Equipments in BEML Limited, BEML Soudha and Unity Buildings for a period of TWO years
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening of tender.

For BEML LIMITED

General Manager
(Corporate Materials)



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INSTRUCTIONS TO BIDDER

Sub: Request for quotation for Comprehensive AMC for IT Equipments in BEML Limited, BEML Soudha and Unity Buildings for a period of TWO years

This Tender consisting of :

Part A Pre-Qualification Bid i.e. Submission of EMD (Through SRM platform) & Integrity Pact

Part B – Submission of Technical Bid (Through SRM)

Part C – Submission of Price Bid (Through SRM)

3.1. PART A – PRE-QUALIFICATION BID i.e. submission of EMD

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

As a part of Pre-Qualification process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

- i. **Online Payment of EMD amount can be made as mentioned below:**
 - a) Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
 - b) Read the terms & conditions, tick the acceptance box and click on Proceed.
 - c) In ‘Select State’ dropdown, select All India and click on the Go button.
 - d) In ‘Select Payment Category’, select EMD/ Tender Fee.
 - e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount (**Rs. 40,600/-**)
 - ii. Payment of EMD amount through DD / Banker’s Cheque
EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
 - iii. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
 - iv. An irrevocable Bank Guarantee for **EMD** from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 45 days from the date of opening of Tender.
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Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

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

SCOPE OF WORK:

Comprehensive Annual maintenance contract of IT Equipments in BEML Soudha and Unity Building at Bangalore.

- a) Desktop – 282 Nos.
- b) Printers – 105 Nos.
- c) Network Components – 56 Nos.
- d) Services Charges for Residential IT Engineers – 2 Persons

Period of contract: The Contract Period is 24 Months from the date of Purchase order & further extendable for one more year on mutual acceptance.

Parts/Spares covered under AMC

All the parts/spares of IT equipments are covered under the AMC except consumables, printer head, toners, cartridge, and printer ribbons.

Replacement of Spares



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During the Comprehensive Maintenance Contract period the service provider shall replace defective parts with Genuine OEM parts only. In the event of non availability of OEM parts with the same capacity due to obsolescence, OEM parts with higher specification are to be replaced against certification of user & IT Head, covering Monitors, CPU, Mouse, Keyboard, Printers, and Network Component. The defective parts sent/received from BEML/Service provider for servicing to AMC provider's workshop. According to Ministry of Defence guide lines the defective Hard disk shall not be returned to the service provider after replacing with a working Hard disk and it will be retained by BEML.

Change in Scope/Number of IT Equipments

If the number of IT Equipments under the existing AMC contract undergoes a change due to replacement of existing equipments with the new ones covered under supplier's warranty , the AMC service provider shall agree for reduction (revision) of the number of equipments and accordingly the price is applicable on pro-rata basis. Any addition of IT equipments in the middle of the contract, the vendor shall agree to accept an amendment to the PO with the same terms and conditions of the PO.

Material movement

The service provider shall follow the rules laid by BEML Ltd., for movement of material/spares in co-ordination with the end users under the guidance of respective IT departments of the divisions.

Qualification of Maintenance staff

Service provider shall depute well qualified and experienced service engineer in each location. BEML Ltd reserves the right to interview service engineer and accept or reject a person based on his credentials and capabilities. One exclusive printer engineer shall be placed as Resident engineer out of total number of engineers deployed. One (1) Engineers for BEML Soudha and One (1) Engineer for Unity Buildings. Total Two (2) Engineers.

Turn around time

The service provider shall maintain a help desk locally with maintenance logs, scoring for the performance of the service by the end users and closing schedule date wise. It is the responsibility of the service engineer to provide the maintenance reports sought by BEML LTD any time. Service Provider need to respond maintenance calls immediately failing which BEML LTD reserves right to levy appropriate penalty under risk purchase clause.



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Service Requirements

- i. Resident Engineer should report to the respective IT Head at the respective location on all working days for constant supervision and repair work. The Resident engineer shall adhere to the shift timings assigned by the IT heads.
- ii. The engineer should maintain the equipments in working condition and any repair work to be carried out by the engineer should be duly recorded in the log file maintained by him.
- iii. Continuous break down of IT equipments at any site should not exceed two working days after reporting the problem to service provider.
- iv. If the IT equipment is not repaired beyond two working days, stand by equipment to be provided till the original equipment is set right.
- v. In case of total breakdown of the IT equipment like CPU, service provider shall be responsible for loading Operating system and other utilities.
- vi. The service provider shall keep at least 5% of the quantity of equipment population ordered at any given point of time as vital spares to meet the emergency situation. The vital spares like Mother Board, SMPS, mouse, keyboard, monitors, hard disk, printer head cables, ribbon masks and other critical printer spares as spares to meet the emergency situation are to be stored in BEML premises.
- vii. The firm shall make arrangements to post a standby engineer in the absence of the regular field engineer intimating the IT head.
- viii. Any IT equipments to be sent to vendor workshop shall have the decision of the IT head. The Resident engineer shall be responsible to follow up the status of repair/replacement of IT equipments sent out to Vendor workshop. He shall maintain a separate log book for such items sent/received from their workshop.
- ix. Resident engineer for service printer should be well experienced in solving all types of printer problems.
- x. For Residential Engineers, Central Govt. wage act to be adhered.



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Service Provider Performance Feedback

BEML Ltd., Provide service Providers with ongoing performance feedback. In the event of specific performance problems, BEML Ltd will typically notify the service provider of the problem in an attempt to rectify the situation. If the problem is not resolved in a satisfactory amount of time, BEML Ltd will place the Service provider under a probationary status. If performance does not improve after BEML Ltd. Assigns a Service Provider with probationary status, BEML Ltd. Reserves the right to de-certify and terminate the service provider arrangement. Performance Bank Guarantee in such case of default will be en cashed.

- 01) Repair & maintain the equipment's viz. PCs, Printers, Scanners, Modem, LAN Switches, etc. in good working order (including networking and Operating system in respect of PCs and) and will be required to perform preventive maintenance of these equipment once every three months apart from attending to issues on call. Preventive Maintenance activity shall include cleaning of the equipment, updating of patches/service packs, carrying of systems diagnostic tests and taking remedial action, etc. The details of the equipment are provided in the "Annexure--" to this tender document. For this, the Bidder will require to provide the following services:-
 - 02) The maintenance services will be comprehensive and will include cost of labour, faulty parts/complete equipment replacement with new parts/equipment, etc. for defective hard disk, the Bidder will provide the new hard disk at no extra cost and the defective hard disk will remain the property of BEML Limited. The new replaced parts /faulty parts /old /obsolete parts will become the property of the BEML Ltd. In case of replacement, the bidder has to supply new equipment / parts of equivalent standard and will be automatically covered under CAMC.
 - 03) Professionals of the Bidder will maintain the confidentiality of data stored on the computer systems. The Bidder will be required to take appropriate actions against his professionals to ensure that obligations of non-use & nondisclosure of confidential information is complied with strictly.
 - 04) BEML reserves the right to verify/ confirm all original documentary Evidence scanned & Uploaded by Bidders in support of the eligibility criteria. Upon verification, evaluation/ assessment, if any information furnished by the bidder is found to be false/ incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
 - 05) The Bidder must have Registered office / Branch at Bangalore. Documentary proof shall be scanned & uploaded.
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- 06) Bidder should not have been debarred, blacklisted or prosecuted by any Government Organisation / agency / PSU for corrupt, fraudulent or any other unethical business practices and a written declaration in the form of notarized affidavit shall be scanned & uploaded to this effect.
 - 07) **Consortium/Subletting** : No consortium, subletting or hiring services of other company for execution of this job shall be allowed.
 - 08) **Preventive Maintenance Schedule:** All equipment under contract will have Preventive maintenance, once in every three months. The preventive maintenance will include cleaning, checking of health of equipment, resolving minor technical problems etc.
 - 9) Quantities may be increased /decreased at the time of placing the final supply order/contract document by this office. In the event of weeding out of older machines in the office, the same shall be removed from the contract and the rates reduced accordingly on a pro rata basis. If there is any addition of equipment, the rates will be increased with the same finalized price for that equipment.
 - 10) **Operating System Support** : This CAMC contract is comprehensive inclusive of OS support on all systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended to & rectified by the firm. All required device drivers of reputed brand will be provided by the firm.
 - 11) **Maintenance of Virus Free Environment in BEML premises:**
 - a. The Vendor is primarily responsible for maintaining a virus free environment in the entire BEML campus across all the systems covered by CAMC
 - b. Centralized Anti-virus is being used in BEML. Vendor should install antivirus software and agents in all clients and ensure updates are installed periodically.
 - c. The vendor shall contact the Antivirus (OEM) for any virus related issues like patches for new virus attack / configuration/ Virus removal tool.
 - d. Only licensed and legal software shall be installed, updated and maintained.
 - 12) **Spares covered under CAMC:**

All the parts / spares of IT equipments covered under the CAMC except consumables like printer head, toners, cartridge, printer ribbons.
 - 13) **Spares stock:**

The Service Provider shall agree to keep sufficient stock of critical spares like Motherboard, SMPS, mouse, keyboards, monitors, Hard disks, printer head cables, ribbon masks, PF gear assemblies etc., to meet the emergency situation. The IT Dept head will decide the number of spares to be stored. The stock list to be verified, maintained and checked periodically in concurrence with the IT Dept.
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14) **Replacement of Spares:**

During the Comprehensive Maintenance Contract period, the Service provider shall replace defective parts with genuine OEM parts only. In the event of non availability of OEM parts with the same capacity due to obsolescence, OEM parts with higher specifications are to be replaced covering Monitors, CPU, mouse and keyboard. The defective parts sent / received from BEML / Service provider for servicing to CAMC provider's work shop shall follow the rules agreed. **According to Ministry of defence guidelines the defective hard disk shall not be returned to the service provider after replacing with a working hard disk and it will be retained by BEML.**

15) **Change in Scope / Number of IT Equipments:**

If the number of IT Equipments under the existing CAMC contract undergoes a change due to replacement of existing equipments with the new ones covered under supplier's warranty, the CAMC Service Provider shall agree for reduction (revision) of the CAMC price on Pro-rata basis. Any addition/deletion of IT Equipments in the middle of the contract, the vendor shall agree to accept an amendment to the PO with the same price, terms & conditions of the Purchase Order.

16) **Material Movement:** The Service Provider shall follow the rules laid by BEML for movement of material / spares in co-ordination with the end users under the guidance of respective IT Department of the Divisions.

17) The Bidder should clearly provide escalation matrix for resolving problems. If unresolved issues are pending, contract duration would be extended till satisfactory resolution of issues without any extra cost to BEML.

18) **Tools:** Arranging requisite tools, measurement equipment and resources required for carrying out CAMC contract of IT equipments is the responsibility of the Bidder.

19) **Qualification of Resident Engineer:**

a) Service Provider shall depute qualified and experienced service engineers in our location (i.e. BEML Ltd, Bangalore Soudha and Unity Buildings) and BEML Limited, reserves the right to interview service engineer and accept or reject a person based on his credentials and capabilities. The firm should deploy two service Engineers (resident engineers) at BEML Limited, Bangalore Soudha and Unity Building.

b) The Two Service Engineers (resident engineer) should have minimum qualification of Diploma or any degree with minimum 3 years on job experience in Desktop PC's & Printers. **One service engineer (resident engineer) should have thorough knowledge / Experience in Dot Matrix printer & Laser Jet printers etc...**



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c) The firm should submit the CV's of the service engineers (resident engineers) to IT Head of BEML Limited, Bangalore Soudha and UB. Our IT head will have a right to interview service engineer and accept or reject a Person based on his credentials and capabilities.

d) The firm should make necessary arrangement to post a stand by engineer in the absence of the regular resident engineer.

20) Service Requirements:

a) The two Resident Engineers should report to the respective IT Head at BEML Limited, Bangalore Soudha and Unity Building on all working days for constant supervision and repair work. The Resident Engineer shall adhere to the shift timings assigned by IT heads.

b) The Engineer should maintain the equipment's in working condition and any repair work to be carried out by the Engineer should be duly recorded in the log file maintained by him.

c) Continuous breakdown of IT Equipment's at any site should not exceed two working days after reporting the problem to service provider.

d) If the IT equipment is not repaired within two working days, stand by equipment to be provided Till the original equipment is set right. In case of total breakdown of the IT equipment like CPU, Service Provider shall be responsible for loading operating system and other utilities. The service provider shall keep minimum number of vital spares like Mother Board, SMPS, mouse, keyboard, monitors, hard disk, printer head cables, ribbon masks and other critical printer spares as spares to meet the emergency situation. The respective IT head will decide the number of spares to be stored in their divisions. The stock list be verified and maintained and checked periodically in concurrence with the IT Head.

e) The firm shall make arrangement to post a stand by engineer in the absence of the regular resident engineer intimating the IT head.

f) Any IT equipment's to be sent to vendor workshop shall have the decision of the IT head. The Resident Engineer shall be responsible to follow up the status of repair / replacement of IT Equipment's sent out to Vendor workshop. He shall maintain a separate log book for such items sent / received from their workshop.

g) Resident engineer should be well experienced in solving all types of printer problem.

h) Contract will cover for both preventive and corrective/break down maintenance of the equipment's and will include supply and replacement of parts. The service provider has to maintain proper log book to record the same.



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- i) The firm should carry out the quarterly Preventive maintenance of all IT equipment's.
- j) The firm shall maintain its own tool kit including vacuum cleaner etc. for above preventive/ corrective maintenance.
- k) Uptime to be maintained at 95% level. In case of default in service, penalty deduction will be made in the next payment equal to notional rental value of the affected equipment for the breakdown period.
- l) The resident engineer should be careful about the data stored on the drive/hard disk while working / servicing on the desktops. He has to take concurrence & obtain the permission of IT Dept Head while formatting/erasing any Data in the Hard disks. In case of hard disk crash or any other problem where there is a chance of loss of data, the vendor is to ensure recovery of data to the extent possible.
- j) For Residential Engineers, Central Govt. wage act to be adhered.
- 21) Service Provider Performance Feedback :** BEML Ltd provides Service Providers with ongoing performance feedback. In the event of specific performance problems, BEML Ltd will typically notify the Service Provider of the problem in an attempt to rectify the situation. If the problem is not resolved in a satisfactory amount of time, BEML Ltd will place the service provider under probationary status. If the performance of Service Provider does not improved, BEML ltd., reserves the right to de-certify and terminate the Service Provider agreement. Performance Bank Guarantee in such cases of default will be en-cashed.
- 22) Period of contract:** The period of contract shall be for **TWO YEARS** from the date of commencement, with an option for the company to extend for a further period of one year on the same terms and conditions with the mutual consent of the Bidder.

23) BRIEF DETAILS OF THE IT EQUIPMENTS:

IT EQUIPMENTS BEML LTD, BEML SOUDHA and UNITY BUILDING

SL.NO	DESCRIPTION	QTY
01.	DESKTOP	282 NOS
02.	PRINTER	105 NOS
03.	NETWORK COMPONENTS	56 NOS

Details of the Desktops (PCs), Inkjet/ Desk jet Printer, Laser Jet Printers, Dot-matrix Printers, Scanners, Laptops and Networking Components as per **Annexure-E**.



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24) Successful Bidder should deploy suitable tool for pro-active monitoring and maintenance to keep the down time to minimum and provide necessary hardware and software for the given tool till the end of contract.

25) BEML Ltd, has the right to short close this contract / reduce the number of Engineers, at any point of time, without assigning any reasons whatsoever, giving Two month's notice.

26) Price is firm till completion of the contract. No price increase is allowed during the currency of the contract.

27) The firm should provide all necessary tools set, accessories etc. to their resident engineers during the course of the contract.

Terms and Conditions

01. Contract Period: The period of contract is for two years Further extendable for one more year on mutual acceptance.

You will deploy suitable tool for pro-active monitoring and maintenance to keep the down time to Minimum & provide necessary hardware and software for the given tool till the end of contract.

02. Payment:

- a. AMC Charges will be paid on quarterly basis in arrears duly certified by IT Department
- b. TDS at as applicable will be deducted and necessary deduction certificate will be issued by BEML Ltd.

03. Performance Bank Guarantee: The Successful bidder is required to submit Performance Bank Guarantee for 10% of the Purchase Order (PO) value drawn from Public Sector Bank Valid for a period of 26 months from the date of PO to be submitted within **30** days of placement of PO.

EMD will be returned after receipt of Performance Bank Guarantee.

04. BEML LTD, has the right to short close this contract/reduce the number of Engineers, at any point Of time, without assigning any reasons whatsoever, giving one month's notice.



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05. Delivery Term: F.O.R BEML SOUDHA & UNITY BLDGS

06. Price: Rates quoted by the bidders shall remain firm till the completion of contract.

07. Deputation Liability

- a) BEML Ltd will not be responsible for any injury, damages etc, if caused to the service provider's assets or personnel while carrying out maintenance activity at BEML premises.
- b) The necessary compensation should be borne by the service provider directly.

08. Risk Purchase Clause

In case of non performance of the order placed on you. BEML Ltd will have an option to award the contract to an alternate source and recover the cost from you.

09. Confidentiality

The successful bidder shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled.

10. Right of Buyer

BEML reserves the right to partially or totally accept or reject any/all bids without assigning any reason whatsoever. BEML Ltd also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

11. Termination

In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

Uptime to be maintained at 95% level. In case of default in service, penalty deduction will be made in the next payment equal to notional rental value of the affected equipment for the breakdown period.

A) Continuous breakdown at any site should not exceed 24 hours after reporting the same to service provider.



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B) In case of complete breakdown of system, service provider will be responsible for the loading of Operating System and Utilities.

12. Business Share & Preference

BEML Ltd intends to consider 100% share on technically suitable & commercially most competitive supplier. However the decision on share of business will be based on other factors like capacity, meeting service requirements, quality issues, etc,

Preference will be given to bidders bidding for all designated location and at the same time remain most competitive.

13. Service Provider Interviews

The most competitive Service Provider may be asked for a presentation on their introduction, implementation scenarios and expectations.

14. Labeling / Marking

The Service Provider, in consultation with concerned authorities shall ensure that all the equipments under AMC are labeled for easy identification.

15. Jurisdiction

No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.

Successful Bidder should deploy suitable tool for pro-active monitoring and maintenance to keep the down time to minimum and provide necessary hardware and software for the given tool till the end of contract.

BEML Ltd, has the right to short close this contract / reduce the number of Engineers, at any point of time, without assigning any reasons whatsoever, giving Two month's notice.

Price is firm till completion of the contract. No price increase is allowed during the currency of the contract.

The firm should provide all necessary tools set, accessories etc. to their resident engineers during the course of the contract.

ELIGIBILITY CRITERIA



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Intending Bidder who meets the following eligibility criteria may apply for the tender

Sl no	Description	Details	Documents to be submitted by the bidder (The Bidder has to upload/submit the following documents as Technical Bid in SRM Portal)
	Work Experience of the Bidder/ Tender	<p>The Bidder/ Contractor(s) should have SUCCESSFULLY COMPLETED similar works (i.e. AMC Contract for Desktops/Printers) during last 07 years ending last day of the month previous to the one in which tender is invited in any of the Central/State Govt. bodies/ Department/PSUs/Autonomous bodies/Industries/ Factories or other similar organization. The Contract value should not be less than the value which is described below.</p> <p>A) ONE similar work /Contract completed each costing/value not less than the amount of Rs. 16.24 Lakhs per order. (i.e. One work order should have been executed/completed by the Bidder/ Contractor to the above value)</p> <p>(OR)</p> <p>B) TWO similar works / Contract completed each costing/value not less than the amount of Rs. 10.15 Lakhs per order (i.e. TWO work orders each should have been executed/completed by the Bidder/ Contractor to the above value)</p>	



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		<p>(OR) C) THREE similar works / Contract Completed each costing/value not less than the amount of Rs. 8.12 Lakhs Per coder (i.e. three work orders each should have been executed/completed by the Bidder/Contractor to the above value)</p>	
	2. Financial Turnover details of the Bidder	The bidder should have an Average annual financial turnover of Rs. 6.09 Lakhs during last 3 financial years ending March-2020 .	
	Blacklisting of the bidder	<p>Bidder should not have been debarred, or blacklisted or prosecuted by any Government Organisation / Agency / PSU for corrupt, fraudulent or any other unethical business practices. (A written declaration in the form of notarized affidavit shall be scanned & uploaded to this effect).</p>	
	Uploading of Complete Technical Bid along with all supporting documents & uploading of signed, stamped Tender Documents.	<p>Uploading of complete Technical Bid along with all supporting Documents and uploading of signed, stamped Tender Documents is compulsory. Bids without the above will be rejected.</p>	
	Office in Bangalore	The bidder should compulsorily have office in Bangalore.	
	Number of Service Engineers / Technicians	Bidder should have minimum of 15 numbers of experience Service Engineers	



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	ISO Requirements	Bidder should have ISO 9001-2008 (OR) ISO 27001-2005. Any one of the ISO Certification is compulsory.	
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Mandatory requirements

Sl. No.	Criteria Details	Documents required to be uploaded in collaboration folder on SRM in PDF format for evaluating the criteria *)
01.	General Data in respect of your Company (i.e company profile).	Undertaking document as per the Annexure-A duly signed with seal to be uploaded.
02.	Declaration stating that your firm is not banned/blacklisted/debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Annexure-B duly signed with seal to be uploaded.
03.	An undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all the tender terms and conditions.	Undertaking document as per the Annexure-C duly signed with seal to be uploaded.
04.	The average annual Turnover for the last 3 financial years, i.e., 2017-18, 2018-19 & 2019-20 shall not be less than Rs. 6.09 Lakhs. <i>In case, audited financial results of 2019-20 has not been declared by the agency before the closing date of tender, annual turnover for 2016-17 shall be considered (in lieu of 2019-20) for bid evaluation.</i>	For financial year 2017-18 Rs. 2018-19 Rs. 2019-20 Rs. (* figures should be indicated above for year wise as appearing in audited financial statements) Please upload copies of audited Balance sheet along with the profit and loss statement for the last three (03) years duly certified by the Auditor shall be scanned and uploaded along with the Technical bid duly signed with seal of the bidders.
05.	Comprehensive AMC for IT Equipments in BEML Limited, BEML Soudha and Unity Buildings for a period of TWO years	Please upload the scanned copy of the contract / PO for supplies made during the last 2 years for AMC of IT Equipments.
06.	Performance Certificate	Please upload the performance certificate, supply completion from the customer against above referred contract / PO for satisfactory supplies.



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07.	Price Bid validity – should be valid for 90 days (Ninety day) from the date of tender opening. BEML LTD may request the bidders to extend the validity for another 30 days depending on the requirement.	Please upload the acceptance letter for price validity.
08.	Special conditions arising out of implementation of GST.	Please affix signature along with seal on each page and upload the documents as per Annexure-D

*Relevant documents are to be meticulously uploaded by the bidder.

Important Note :

The bidders must ensure that all the documentary proofs to substantiate the tender terms are meticulously uploaded without which the bid will not be considered.

Tenders of those tenderers who fulfill all the Technical criteria mentioned above will only be considered for further evaluation. Incomplete/invalid tenders are liable for rejection.

PART-C : SUBMISSION OF COMMERCIAL BID THROUGH SRM PLATFORM

- a) Commercial Bid to be submitted through **SRM Platform** only.
- b) Commercial bid of only the technically accepted offers (as per Part-B) will be opened subsequently.



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3. Terms and Conditions

01. **Payment terms** : AMC charges will be paid on quarterly basis in arrears after deducting TDS as applicable. TDS certificate will be issued by BEML Ltd., for the amount of tax deducted. Service provider to submit bills at individual divisions duly certified by the R&D Chief of the Respective Locations for arranging payment.
 02. **FAX/Email quotations are not accepted.**
 03. Indicated all applicable GST.
 04. The quotation should be complete in all respects and free from ambiguity.
 05. **Validity or Rates:** Rates quoted by the bidders shall remain firm for the period of the contract and no variation on account of market price fluctuation shall be allowed.
 06. BEML LTD reserves the right to delete or add any number of Workstations & Servers, during the tenure of the contract at the same rate, terms and conditions. Necessary amendments will be issued on pro rata basis, whenever there is addition or reduction in quantity, consequent to procurement of new equipment or salvaging the existing equipments.
 07. BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final and binding to all parties. Please note that the quotation reaching our office after the specified time will be ignored.
 08. BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.
 09. BEML Ltd need not necessarily accepted the lowest offer.
 10. **Risk Purchase Clause:** In the event of Non performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery of EMD.
 11. **Jurisdiction:** No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka.
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12. **Non performance clause:** In case of non performance of the order, if placed on you, BEML will have an option of alternate procurement action at your risk & cost apart from forfeit EMD.
13. **Right of Buyer:** BEML reserves the right to partially or totally accept or reject any/all bids placed in the Tender Notice without assigning any reason whatsoever.
14. **Termination:** In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
15. Canvassing by tenders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
16. Incomplete offers are liable for rejection.
17. Offers not confirming to the above terms are liable to be ignored.

Kindly Note:

- a) If payment terms are not accepted / stated in the quote, it will be considered as per terms and conditions of the tender notice.
- b) If taxes are not mentioned separately in the quote, it will be considered as the price quoted is inclusive of GST.
- c) If validity of the offer is not mentioned in the quote, it will be considered as per terms and conditions of the tender notice.



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04. General Terms and Conditions

(i) ARBITRATION :

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

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

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.



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

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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



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(v) **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, the supplier shall be liable for any loss which BEML may sustain on that account. 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.

(vi) **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

(viii) **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.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.



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(ix) **DURING ARBITRATION**

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

(x) **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.

(xi) **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.

(xii) **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.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

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

(xiv) **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.



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Commitment by the Contractor:

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

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



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Bid No. 6300036013

Date: 25.05.2021

Annexure –‘A’

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

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	

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 No. 6300036013

Date: 25.05.2021

Annexure - B

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Bid No. 6300036013

Date: 25.05.2021

Annexure - C

To:

General Manager- Corporate Materials
BEML Limited,
BEML SOUDHA,
23/1, 4th Main,
SR Nagar,
Bengaluru-560 027.

Sub : Acceptance of conditions.
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We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM Portal WITH "Bid No Dt....." for Comprehensive Annual maintenance contract of IT Equipments in BEML Soudha and Unity Building at Bangalore.

We agree to abide by all terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Firm / Agency :

Signature :

Name :

Seal :

Note: The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM Portal.



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Bid No. 6300036013

Date: 25.05.2021

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 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.
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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.
 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".
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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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____