

BEML LIMITED

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

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

Phone : 080 22963179 / 22963315 / 22963245 FAX: 080 22963283

Tender No: 6300036172

Date:05.07.2021

TENDER DOCUMENT

**REQUEST FOR QUOTATION
FOR**

**CYBER SECURITY AWARENESS FOR SENIOR EXECUTIVES
AND TECHNICAL TRAINING FOR DT TEAM**

BID SUBMISSION DATE ON OR BEFORE 26.07.2021 BY 2 PM

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

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A. INTRODUCTION

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

BEML Ltd is having 8 Manufacturing Divisions in Bangalore, KGF, Mysore, Palakkad and Sales and Service divisions across India with Head Quarters at Bangalore.

In today's scenario, Cyber Security training is imperative for any organization, especially in the critical infrastructure.

The objective of this Request for Quotation is to solicit competitive bids for BEML Limited on Cyber security Training.

B. SCOPE OF WORK:

BEML intends to provide below training to its executives on Cyber Security through a professional training partner on below topics:

1. Cyber Security Awareness Training
2. Cyber Security Technical Training

All training materials, reading aids, etc., will be bidder's responsibility. Course content is attached at **Annexure-A**.

Training Details:

1. Cyber Security Awareness Training: On-Line

Target Group : Senior Executives across BEML

No. of Batch : 3 Batches

Duration : One Day per batch

Batch Size : 15 Participants per batch (It may vary by +/- '2' no.s)

Timing : 9am to 4 pm with lunch pause of 30 minutes

Mode of Training: Training shall be On-line with relevant structured courseware.

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2. Cyber Security Technical Training for DT Team Members: Class-room based

Target Group : DT Technical Team

No. of Batch : 1 Batch

Duration : Three days

Batch Size : 10 Participants for the Batch(It may vary by +/- '2' no.s)

Timing : 9am to 4 pm with lunch pause of 30 minutes

Mode of Training: Hands-On Practical Training with relevant structured courseware.

Venue : BEML Corporate Office, Bangalore

Software : To be installed by the firm

Hardware : Will be provided by BEML. Incase BEML requires, it may ask the Firm to provide the same, against the Actual Bills towards reimbursement by BEML.

C. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in **three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid.** BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website.

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

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

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963268/269.

This Tender consisting of

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

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

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

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PART A – PRE-QUALIFICATION BID

Earnest Money Deposit (EMD):

EMD amount of Rs 21,000/- (Rupees Twenty one thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker’s Cheque/ Online payment.

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 of Rs 21,000/-.

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

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

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 21,000/-** drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
 Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

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

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

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

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The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.6300036172 dated 05.07.2021, Closing date 26.07.2021 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.

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

**The General Manager,
Corporate Materials.
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

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

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

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

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

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963268, 080-22963269 or e-mail to admin.srm@beml.co.in.

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

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

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General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs 21,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
- j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

3. Return of Earnest Money Deposit (EMD) :

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

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4. Forfeiture of Earnest Money Deposit (EMD)

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

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

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

Bidders who are only eligible to provide the Cyber Security training have to upload the following documents in the Collaboration Folder in the system as part of **Technical Bid**.

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

Ref. No.	Particulars	Details to be uploaded by bidder
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - B
2	The Bidder, as a Firm must have at least 3 years of experience in Cyber Security training areas	Upload the Work Completion Certificates on the same.
3	Cyber Security Trainers- Either on the Firm's payroll or thru Empanelment, with minimum 3 years of experience	Upload trainers details with minimum 3 years of experience in Cyber Security training

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4	<p>Purchase order / Work Order clearly indicating the value of the order, date of start and date of completion shall be uploaded.</p> <p>One Cyber Security Training with PO value of Rs.8.4 Lakh (or) Two Cyber Security Trainings with PO value of Rs.5.25 Lakh each. (or) Three Cyber Security Trainings with PO value of Rs.4.2 Lakh each.</p>	<p>Documentary proof i.e. Purchase Orders OR Completion certificates clearly indicating the value of the order shall be uploaded in the collaboration folder.</p>
5	<p>Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2018-19, 2019- 20 & 2020-21) should be minimum Rs. 04 Lakh.</p>	<p>2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded.</p> <p>Note: In case, audited financial results of 2020-21 has not been declared by the bidder before closing date of tender, annual turnover for 2017-18 may be uploaded and same shall be considered for bid evaluation.</p> <p>Udyog Aadhar document to be uploaded in case of MSE vendors.</p>
6	<p>Bidder confirmation to carry out the work as per scope of work</p>	<p>Undertaking document as per the Annexure – C</p>
7	<p>An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.</p>	<p>Undertaking document as per the Annexure – D</p>
8	<p>The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the date of Bid Closing date.</p>	<p>Undertaking document as per the Annexure – E to be uploaded</p>

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9	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – F to be signed and uploaded in the collaboration folder.
10	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – G
11	The bidder/OEM 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

Note:

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

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

Price Bid: Should contain price details and other relevant commercial issues.

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

Sl. No.	Description	Quantity	Price
1	Cyber Security Awareness Workshop for senior executives	3 Batch	No price bid to be entered here. Price bid to be entered on SRM Platform only under Price Conditions. If price bid is submitted here it will be rejected
2	Technical Hands-on training on Cyber Security for DT team	1 Batch	

L1 will be arrived on the total package of all the items.

Bidder has to quote for each item in Item data in BEML SRM system.

Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection. **Please note price bid should not be submitted as part of technical bid.**

Price bid of only technically accepted offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

Contact Name & Address:

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

Assistant General Manager (DT)

BEML Limited, BEMLSoudha,
23/1, 4th Main, SR Nagar,
Bengaluru – 560027

Phone: 080-22963190/ 267

E-mail id: anithak@cto.beml.co.in, copy to: gcm@beml.co.in

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

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D. Other Terms & Conditions of Tender

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

2. **AWARD OF CONTRACT**

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

3. **Payment terms:**100% payment on 30th day for MSEs and for others on 60th day from completion of work duly certified by User Department.

For Bidders not agreeing with the above Payment terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.

4. **Performance Bank Guarantee**

a. Within The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorized by RBI for an amount of 3% of the Contract value (without taxes) as per format enclosed at **Annexure - H**.

b. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

6 **Delivery / Support services:**The entire work shall be completed within 12 weeks from the date of receipt of Purchase Order, **subject to Covid/other situation being normal**.

a. BEML Ltd will certify the completion of the training and certification.

5. **Contract Period:**6 Months from date of issue of contract.

6. **The Bidder must ensure their own arrangements for trainers' Travel, Stay and local transport etc, for Bangalore Classroom-based Training, as applicable**

7. **Liquidated Damages (LD):**

Time is essence of the contract. The successful Bidder Organization must adhere to the Time Schedule provided by the User department, based on the Organizational priorities. Any Non-Compliance, without valid reasons /Notice/Discussion will entail a penalty equivalent to 10% of the professional fees 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 Training program/Activities will be recovered from the Agency. GST will be an additional component.

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8. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.
9. **Price Variation Clause:** The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
10. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.
11. **Security:** The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.
12. **Documentation:** The service provider should provide complete documentation of the of the training provided to BEML LTD separately. The SP should enter into anseparate SLA agreement for the trainingbefore the submission of Invoice for any payment.
13. **Turnkey approach :**
There can be only 1 set of bids from each Bidder
14. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

VII. General Terms & Conditions

1.ARBITRATION:

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

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to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

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

2. **JURISDICTION:**

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

3. **FORCE MAJEURE CLAUSE:**

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

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price

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4. APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

5. INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

6. BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

7. DRAWINGS AND DOCUMENTS:

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

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

8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

9 DURING ARBITRATION

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

10 PROGRESS REPORT

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

11 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

12 NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

BEML LIMITED

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13 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

14 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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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Tender No: 6300036172

Date: 05.07.2021

Annexure - A

1. AWARENESS WORKSHOP FOR SENIOR EXECUTIVES

1. SESSION 1 – COMMON CYBERCRIMES AND ONLINE SCAMS

- What is Hacking
- How malwares work
- Cybercrime definition
- Why should everyone be aware
- Common instruments of cybercrime
- Common cyberattacks
- Criminal Propaganda – Steps to prevent it
- Tech abuse – Dangers
- Sexting – Overview and Intervention
- Selfie Addiction – What you need to know
- Cyberchondria – Medical self-diagnosis online and its risks
- Low self-esteem – the cyber self
- AI generated fake images and videos – what risks they pose
- Constant messaging – how it affects
- Spying and Privacy – Intervention points
- Digital Cruelty – How it can cost your job
- Cyberbullying – Intervention tips
- Negative relationships – real impact of cyber affairs
- Online scams – how you can protect your loved ones
- Dangerous mobile apps that can lead to sexual crimes
- Sextortion crimes
- Hacking of webcams / IP cameras
- Sharing of naked pictures – impact on individuals and business
- Negative relationships online – How it impacts the family and work
- Sextortion, Cyberbullying and other online crimes – how to deal with it
- Legal Frameworks

2. SESSION 2 – WORK FROM HOME SECURITY

- E-Banking – What you need to know
- How to recover from a financial scam / bank account hack
- Screen Time on Mac – using it effectively
- FindMy App Overview
- Parental controls on Android Devices

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- Working from home challenges - Balancing work and home
- Working from home – securing yourself from common cyberattacks
- How to identify and be safe from phishing attacks
- Crypto malwares – how to be safe from ransomwares
- Social Engineering attacks – what you need to know
- Reporting profiles, posts and pages on Social Media
- Basic evidence gathering process to support your case
- Email analysis tool – overview
- Finding domain owners, hosting providers related to cybercrime cases
- Getting help from Google, Facebook and other platforms
- Protecting yourself online - Privacy with VPN
- Doxing – Steps you can take
- Opting out of people finding services and data brokerage companies
- Safe Browsing – Best practices
- Steps you can take to enhance cybersecurity

3. SESSION 3 – CYBER LAWS

- Cyber Contraventions
- Liability of customer
- How the law can help you
- Fundamental IT Laws that every teacher and parent must know
- Cyber Law Case study – Sharing naked photographs
- Cyber Law Case Study – Offensive messages on WhatsApp
- Cyber Law Case Study – Hacking of personal devices by husband / wife
- Cyber Law Case Study – Cyberbullying and Hate messages
- Cyber Law Case Study – Online Scam
- Mandatory reporting – what you need to know

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2. TECHNICAL HANDS-ON TRAINING ON CYBER SECURITY FOR DT TECHNICAL TEAM

1 Introduction

- Hacking Methodologies
- Attack Scenarios
- Case Studies
- Challenges of Information Security

2 CTF Challenge

- Find your way across - A CTF designed to exploit through a combination of Network and Web Exploitation Techniques

3 Information Gathering

- Open-Source Intel
- Scanning the infrastructure

4 Attack Planning

- Attack Planning
- Vulnerability Analysis

5 Exploiting Servers

- Exploitation Techniques
- Web Services Exploitation
- Network Service Exploitation

6 Payloads and Post Exploitation

- Payload and Malware Delivery
- Privilege Escalation

7 Malware Analysis

- Understanding Malwares
- Practical Malware Analysis
- Processes and Threads
- Malware (including Rootkit Technologies)
- Network Sockets, URLs, IP Addresses
- Open Files
- User Generated Content
- Passwords, Caches, Clipboards
- Encryption Keys

8 Password Hacking

- Brute Force Tools
- Bypassing Captcha
- Using Bots to increase Bandwidth

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9 Phishing

- Detecting Phishing pages
- Analysing DNS Data
- Proactive Measures

10 Network Malware Analysis

- Analyzing PCAP Data
- Extracting Malware

11 Network Malware Detection Tools

- Snort IDS / IPS
- Understanding Yara Rules
- Working with Yara

12 SOC Essentials

- Components of SOC
- Monitoring
- Alerting
- Escalation
- Investigation
- Incident Logging
- Compliance Monitoring
- Reporting

13 SOC Setup

- Staffing Considerations
- Setting Up Operations
- Managing Daily Operations
- Cost Considerations
- Legal and Regulatory Issues
- Advanced Threat Response

14 Threat Intelligence Team

- Network Security Monitoring Team
- Threat Intelligence Team
- The Incident Response Team
- The Steering Committee Team

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15 Security Operations Center Challenges

- Infiltrating the Dark Web
- Dealing with High volumes of Alerts and Information
- Actionable Insights
- Implementing Machine Learning and NLP

16 CTF

- Infiltrate the Data Center - A CTF designed to exploit the Data Center as a Black Hat
-

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Tender No: 6300036172

Date: 05.07.2021

Annexure - B

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Tender No: 6300036172

Date: 05.07.2021

Annexure – C

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the tender document for **CYBER SECURITY AWARENESS FOR SENIOR EXECUTIVES AND TECHNICAL TRAINING FOR DT TEAM**, 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.

We, also hereby confirm that our team members do not connect or make any attempt to connect BEML's intranet to any external network.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Phone : 080 22963179 / 22963315 / 22963245 FAX: 080 22963283

Tender No: 6300036172

Date 05.07.2021

Annexure – D

Undertaking

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

Dear Sir,

Having examined the Bid Invitation No. **66300036172** dated 05.07.2021 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: _____

Firm's Seal: _____

BEML LIMITED

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Phone : 080 22963179 / 22963315 / 22963245 FAX: 080 22963283

Tender No: 6300036172

Date: 05.07.2021

Annexure - E

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Phone : 080 22963179 / 22963315 / 22963245 FAX: 080 22963283

Tender No: 6300036172

Date: 05.07.2021

Annexure - F

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

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.

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6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as

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applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s.....

Signature

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Tender No: 6300036172

Date: 25.07.2021

Annexure - G

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

Ref. No.	Particulars	Details to be uploaded by bidder	Complied / Not Complied
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - B	
2	The Bidder, as a Firm must have at least 3 years of experience in Cyber Security training areas	Upload the Work Completion Certificates on the same.	
3	Cyber Security Trainers- Either on the Firm's payroll or thru Empanelment, with minimum 3 years of experience	Upload trainers details with minimum 3 years of experience in Cyber Security training	
4	Purchase order / Work Order clearly indicating the value of the order, date of start and date of completion shall be uploaded. One Cyber Security Training with PO value of Rs.8.4 Lakh (or) Two Cyber Security Trainings with PO value of Rs.5.25 Lakh each. (or) Three Cyber Security Trainings with PO value of Rs.4.2 Lakh each.	Documentary proof i.e. Purchase Orders OR Completion certificates clearly indicating the value of the order shall be uploaded in the collaboration folder.	

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Ref. No.	Particulars	Details to be uploaded by bidder	Complied / Not Complied
5	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2018-19, 2019- 20 & 2020-21) should be minimum Rs. 04 Lakh.	<p>2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded.</p> <p>Note: In case, audited financial results of 2020-21 has not been declared by the bidder before closing date of tender, annual turnover for 2017-18 may be uploaded and same shall be considered for bid evaluation.</p> <p>Udyog Aadhar document to be uploaded in case of MSE vendors.</p>	
6	Bidder confirmation to carry out the work as per scope of work	Undertaking document as per the Annexure – C	
7	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 – D	
8	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the date of Bid Closing date.	Undertaking document as per the Annexure – E to be uploaded	

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Ref. No.	Particulars	Details to be uploaded by bidder	Complied / Not Complied
9	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – F to be signed and uploaded in the collaboration folder.	
10	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – G	
11	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: iii. PAN Number iv. GST Registration details/ Certificate	Please upload scanned copies of iii. PAN Number iv. GST Registration details/ Certificate	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Tender No: 6300036172

Date: 05.07.2021

Annexure - H

FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The General Manager (...)
BEML Limited
.....
.....

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

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

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

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

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

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

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

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

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

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

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

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

Date :

Place :