

BEML LIMITED

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

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

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

TENDER No: 6300036553

Date: 05.10.2021

TENDER DOCUMENT

**REQUEST FOR QUOTATION FOR ENGAGING TRAVEL AGENCY
FOR AIR TRAVEL REQUIREMENT OF BEML LIMITED FOR A PERIOD OF TWO YEARS**

Last date for submission of the bid is 26.10.2021 before 2.00 PM

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

1. Introduction

General Information

BEML Limited (<http://www.bemlindia.com>), a Government of India undertaking has three major Business verticals – viz. Mining & Construction, Defence and Rail & Metro for both the Indian and export markets. It is one of the largest engineering and manufacturing enterprises in India with annual revenue of over Rs.3330

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Crores. BEML Limited offers a wide spectrum of products and services for core sectors like mining, railways, defense, etc. with 9 manufacturing units in the states of Karnataka & Kerala and a nationwide network of sales offices across India that enables customers with ready access to its wide range of products. Further, the full-fledged service centers and parts depots offer total equipment care, maintenance contracts and rehabilitation services. BEML Limited has been accredited with ISO 9001 and ISO 14001 standard certifications. Some of the manufacturing divisions have been accredited with OHSAS18001 standard certification. BEML Limited has a good standing in International market and exports its equipment to Middle-East, South America, South-East Asian markets and African countries.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, having its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027 intends to tender for Engaging the services of a reputed Travel Agency for catering to the Air Travel requirement of BEML Executives and VIP customers for a period of Two Years.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in Three parts viz. Pre-Qualification bid, Technical bid & Price 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).

The objective of this RFP is that all firms/agencies have to submit the Pre-qualification bid i.e. submission of EMD through manual mode / through online AND duly signed Original Integrity Pact along with annexure as per Attached Format through Manual Mode. The Technical bid and price bid are to be submitted through SRM Platform only.

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

Firms willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name and password for submitting the bids. The bidders have to submit their quotation on-line through supplier relationship management (SRM) platform. All corrigendum, addenda, amendments, time extension, clarifications etc. if any, to the tender will be hosted on BEML website www.bemlindia.com only. Bidders shall regularly visit BEML's website to keep themselves updated.

The bidders/ tenderers shall visit the site and acquaint themselves with the conditions of the work prior to submission of tenders. Please note that no claims will be entertained later on the grounds of ignorance.

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

Digital Signature

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on BEML e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00

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midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in

BEML LIMITED invites tender from reputed Travel Agencies as per following details:

Description of Work	Appointment of Travel Agencies.
Estimated Cost of Work	3.25 crore per annum
Location of work	Travel agency should have an office in Bangalore and at all major metro cities.
Validity of Price	The quoted price should be firm for a period of 120 days from the date of opening of tender.

The last date for submission of the bid is on or before 26.10.2021 @ 14.00hrs.

This Tender consisting of Three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) through manual Mode/ other modes (as detailed below) and duly signed Integrity pact as per ‘Annexure-J’ **through Manual Mode.**

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

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

EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE : Rupees 6.5 Lakhs only

Every bidder shall deposit an amount of **Rupees 6.5 Lakhs** as Earnest Money Deposit with BEML Limited through any of the following modes before the tender closing date as indicated in the tender document:

- (i) **Account Payee Demand Draft / Banker’s Cheque** drawn in favour of **BEML Limited**, payable at Bangalore from any of the scheduled commercial banks **(OR)**
- (ii) **An irrevocable Bank Guarantee** from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser in the prescribed format having a validity period of **bid validity + 45 days** from the date of opening of Tender.
(OR)
- (iii) NEFT / RTGS in favour of BEML Limited. *(Division Bank A/c details and IFSC)*
- (iv) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity + 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

Note:

- (a) The above said Demand Draft DD / Banker’s Cheques on scheduled Commercial banks shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 63000xxxxx dated xx.xx.2021, Closing date xx.xx.2021 Time 14:00 Hrs at the top of the envelope. The words “PRE-QUALIFICATION

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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.

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

General Manager (Corporate Materials)

BEML LIMITED., Room No.2

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar,

Bangalore – 560 027

KARNATAKA, India

- (c) Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore-560027.

- (d) Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.

- iii) In 'Select State' dropdown, select All India and click on the Go button.

- iv) In 'Select Payment Category', select EMD/ Tender Fee.

- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 6,50,000/-.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

- (f) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
- (g) The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of their offer.
- (h) EMD / Bid guarantee of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.
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- (i) EMD / Bid guarantee of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.
- (j) Offers not accompanied by Earnest Money as stipulated and for the amount as mentioned therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
- (k) EXEMPTION OF EMD: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD.
 - I. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate such as Udyog Aadhar, Udyam Registration, NSIC Certificate from the competent authority.
 - II. Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment is dispatched well in advance so that it reaches this office before the due time and date stipulated. Requests will NOT be entertained for late receipts.

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

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 6,50,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technically disqualified bidder's will be returned. EMD of successful bidder will be released after completion of Tender formalities.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for any reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate/ MSE Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e. 26.10.2021 @ 15.00hrs**

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- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

Duly signed Integrity Pact (I.P.) In original along with its enclosure: All pages of Integrity Pact including its enclosure to be signed with company seal by the tenderer. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Tenderers who are interested to participate in this tender are required to enter into an “**Integrity Pact**”. The Integrity Pact envisages an agreement between the prospective Bidder/ tenderer and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those Bidders/ tenderers who have entered into an Integrity Pact with BEML would be eligible to participate in tendering with BEML. **The specimen of the Integrity Pact which is part of the tender documents is enclosed at Annexure -J and same has to be duly filled and signed with seal by the tenderers on all pages along with witnesses’ signatures indicating their names and addresses.**

The Central Vigilance Commission (CVC) has appointed Shri E.K. Bharat Bhushan and Shri Akhilesh Kumar as Independent External Monitors (IEM) to oversee the implementation of the Integrity Pact. Address of IEMs is as below:-

Shri E.K. Bharat Bhushan, IAS (Retd.)
Flat No. 5151, Sobha City, Puzhukkal,,
Thrissur, Kerala - 680553
Mob:- +91-9400797777
Email :- bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)
No. 1042, B-1, Vasant Kunj (Near Fortis Hospital),
New Delhi – 110070
Mob:- +91-9811420440
Email: er.akhilesh@yahoo.co.in

SCOPE OF WORK: The work of Air Ticket booking and related services to be carried out under the Contract is spread all over India and Overseas. TRAVEL AGENCY has to provide the following services:

1. Booking and issuing of domestic, international air tickets including pre-paid tickets.
 2. Providing services on 24 x 7 Basis.
 3. Timely delivery of tickets, VISA service, passport service and any other related service as instructed by BEML from time to time.
 4. Providing information and details of most economical options, for domestic/international air travel with suggestions for re-schedule and modifications.
 5. Obtaining/providing travel related insurance including overseas medical insurance.
 6. Provide information on booked, delivery, cancellation, upgradation/re-validation of tickets at all offices of BEML as per the requirement at its expense.
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7. Availing Corporate Benefits at the time of booking and passing on to BEML as per MOU's signed between the company and concerned airlines.
8. In the case of cancellation at short notice, the travel agency should minimize any penalty / no penalties to the company. However, cancellation of all domestic & International air tickets will be paid as per norms of the concerned airline as per MOU's signed. Penalties attributable due to the fault of the travel agency will not be accepted.
9. In case of any promotional fares offered by the air lines, same to be informed to the company on a regular basis.
10. In case any extra incentives (discount) is given by the airlines, the same is to be passed on to BEML.
11. Unused air tickets shall be passed on to the travel agency for refund and the travel agency shall arrange refund to the company.
12. Travel agency shall book the most economical air tickets available at the time of booking against the approved movement order only or in exceptional cases as per the instructions of BEML authorized personnel. Tickets shall be arranged by the travel agency within the specified time. The travel agency should deliver the tickets to the traveler / authorized person through mail. In case of any cancellations the agency shall arrange for cancellation of ticket as per the directions of the travel / authorized officer. Rescheduling of ticket shall be against the approved amended movement order or written communication of the travel / authorized officer.
13. The requisitions for air tickets / visa / Passport must be taken by the travel agency from the authorized person of BEML or any person designated for making the requisition of tickets by BEML. Any tickets booked by unauthorized requestor shall not be considered for payment.
14. The e-ticket sent to BEML must contain in the subject line, name of the traveler, sector, date and company badge Number of the employees / officer. (In Exceptional cases booking for outsiders may be made by the Company).
15. The travel agency should be able to provide preferential seats to the requirement of traveler particularly for senior level executives and also to arrange boarding passes ahead of scheduled departures.
16. The travel agency shall not assign or sub-let the contract of work or any part thereof, without the prior written consent of BEML.
17. BEML reserves the right to evaluate the performance of the travel agency, on need basis.
18. Travel agency shall provide MIS reports / statements clearly indicating GST for the business class, economy class, and international travel to claim GST by the Company.
19. Travel agency shall maintain the valid registration certification of IATA during the contract period.
20. BEML reserves the right to cancel the contract without assigning any reason whatsoever with 30 days notice in writing.
21. The agency may raise the bill for payment of tickets and other services rendered on the credit facility offered.
22. The user shall verify the bill presented for payment.
23. BEML will avail the credit period in full i.e. 30 days from the date of submission of bill. Agency shall raise the bill once in 15 days with consolidated statement covering tax structure.
24. The quoted rate should be exclusive of taxes.
25. Invoice shall necessarily contain the GST registration number of the travel agency and BEML.

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26. BEML shall pay the applicable GST to the appointed agency, provided it is shown separately in the invoice and the travel agency has paid the actual amount of GST as per prevailing rates.
27. The losses / damages to BEML which are attributable to the travel agency shall be deducted from the bills and adjusted from the security deposit/ EMD submitted by the travel agency.
28. Notwithstanding the above, any question, claim, dispute or difference for which the decision has been taken as per the clauses of the contract /tender document, shall be binding on the parties of the contract and shall not be revoked or attempted to be reopened on any grounds whatsoever.
29. The travel agency shall continue to provide the services during the pendency of the arbitration proceedings and recourse to arbitration shall not be a bar to the continuance of the work.
30. The courts of Bangalore shall have the exclusive jurisdiction upon any matter arising out of this contract.
31. The period of contract shall be two years from the date of issuing the purchase order.

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

Please note that the following requirements are to be fulfilled by the agency, to handle the scope of work specified in the RFQ. All supporting data and documents submitted must be complete, clear legible without any masking/hiding for technical committee evaluation process.

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid. The following documents duly signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company / firm as per Annexure 'A' duly signed with company seal
2. Undertaking as per Annexure 'B' duly signed with company seal
3. Undertaking as per Annexure 'C' duly signed with company seal
4. Special Conditions arising out of implementation of GST as per Annexure 'D', duly signed with company seal
5. Technical Compliance sheet as part of the Technical Bid as per Annexure 'E', duly signed with company seal
6. List with details such as P.O's / contracts and certificates of corporate clients serviced by and experience in handling PSU's / PSE's, Corporation, Boards, Any Government Organizations, Reputed Private Companies (Relevant documents to be scanned and uploaded in the collaboration folder)
7. International Air Transport Associations (IATA) Membership/recognition certificate and a valid license to run the business from the competent authority (all relevant documents to be scanned and uploaded in the collaboration folder)

Technical Bid – Part B: (To be submitted through e-mode on BEML SRM system)

TECHNICAL CRITERIA

<i>Sl No</i>	<i>Criteria Details</i>	<i>Documents required to be uploaded in Collaboration folder of SRM system in PDF format for evaluating the Criteria(*)</i>
1	<p>The average annual turnover for the last 3 financial years, i.e., 2018-19, 2019-20 & 2020-21 shall not be less than Rs. 97.50 Lakhs for each year.</p> <p>In case, audited financial results of 2020-21 has not been declared by the agency before the closing date of tender, annual turnover for the year 2017-18 shall be considered (in lieu of 2020-21) for bid evaluation.</p>	<p>Please upload Copy of audited financial Turnover Statement for the last three financial years i.e. for the Years "2018-19, 2019-20 & 2020-21".</p> <p>Please upload the Audited Balance sheet and profit and loss account statements of last 3 financial years (i.e., 2018-19, 2019-20 & 2020-21)</p> <p>In lieu of audited financial results of financial years, audited financial results of calendar years may also be considered as deemed appropriate.</p>
2	<p>Work Experience :</p> <p>TRAVEL AGENCY should have been in operation for a minimum period of 5 years. The copies of the similar works executed along with the work completion certificate obtained from their clients to be enclosed.</p>	<p>Please upload the following :</p> <ol style="list-style-type: none">a. Copy of contract(s) for similar works executed in the past with details of scope of work.b. Satisfactory work completion certificate Copy from the end user / purchaser corresponding to the contract(s) submitted for similar works. The certificate shall be considered only in the cases of work completed in full.

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		c. In case of work completion certificate obtained from other than government organizations / Public Sectors, the same shall be scanned and uploaded along with the respective TDS certificate obtained by the Agency.
3	Details of current clients (including PSU's / PSE's, Corporation, Boards, Any Government Organizations, Reputed Private Companies), such as P.Os, Contracts and certificates of Corporate Clients serviced by the TRAVEL AGENCY.	Copy of P.Os, Contracts and certificates from Corporate Clients serviced by the TRAVEL AGENCY including details of experience in handling PSU's / PSE's, Corporation, Boards, Any Government Organizations, Reputed Private Companies together with testimonials if any to be uploaded.
4	The agency shall have its Head Office / Branch offices in Bangalore and in metro cities i.e., Delhi, Mumbai, Kolkata, Chennai, or a valid Tie-up with associated agencies in metro cities i.e., Delhi, Mumbai, Kolkata, Chennai.	Please upload the details of Head Office / Branch offices in Bangalore and in metro cities i.e., Delhi, Mumbai, Kolkata, Chennai or details of a valid Tie-up document with associated agencies in metro cities i.e. Delhi, Mumbai, Kolkata, Chennai.
5	Brief Details about the Firm/Agency	Please upload filled in format as per Annexure 'A'
6	The Bidders should not have been Banned/delisted/Blacklisted/debarred from Business or from Trade by any Central / State Government department / Autonomous Institutions or PSU's in India.	Please upload the Undertaking document as per Annexure 'B'
7	TRAVEL AGENCY should be an income-tax assessee and should have filed Income Tax return for the current assessment year i.e. FY 2020-21.	Copy of Income Tax returns filed by the Agency during the Financial year 2020-21 to be uploaded.
8	TRAVEL AGENCY should have an International Air Transport Association (IATA) Membership /Recognition/Accreditation and a valid Licence to run the business of Travel Agency.	a) Copy of International Air Transport Association (IATA) membership/Recognition/Accreditation to be uploaded. b) Copy of the valid license to run the business of Travel Agency from the competent authority to be uploaded.
9	An undertaking has to be submitted by the bidders stating that they have read, understood and are agreeing to all the tender terms and conditions.	Please upload the Undertaking Document as per the Annexure 'C'
10	The Specific Conditions arising out of implementation of GST (which has to be signed and submitted along with the technical bid).	Please upload the signed document with Seal as per the format at Annexure 'D'
11	The Technical Compliance sheet for having complied with all the terms and conditions of the Tender including the Scope of work has to be signed and submitted along with the Technical Bid.	Please upload the signed document as per the Annexure 'E'

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

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Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration folder) or in the envelope with EMD and Integrity Pact. Offers with Price detail either in Technical Bid (under part B) or in the envelope at Part A, will be rejected.

Note:

1. Technical bid will be opened first subject to receipt of original DD/Online payment Details/ Exemption Certificate for EMD as well as the original Integrity Pact duly signed & stamped as per format attached.
2. The Bidders must ensure that the relevant documentary proofs to substantiate the Technical Criterion are uploaded, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents are not uploaded.
4. In case any document / clarification is required for Technical Qualification of the Bidders, the same shall be asked from the bidders.
5. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

Technical Bid Evaluation:

Two bid system of tendering will be followed where the technical bid and financial bid will be evaluated separately.

Technical Bids of applicants will be evaluated based on the aforesaid eligibility criteria after scrutinizing all the relevant documents sought from them.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently

PART C – Submission of Price Bid (Through e-mode on BEML SRM system). The bidder shall quote for all the line items mandatorily under ITEM DATA against the respective items.

The rate for the following Services to be furnished in the Price Bid :

SL NO	DESCRIPTION	Amount (Rs)
1	Service Charges for booking domestic tickets	Kindly upload the price bid on SRM platform
2	Service charges for booking international tickets	
3	Service Charges for obtaining VISA	
4	Service charges for obtaining passport	
5	Service charges for obtaining Health Certificate/Renewal	
6	Service Charges for providing travel related insurance including medical insurance from authorised insurance companies.	

Commercial Bid: Price bid to be submitted as per the format by clicking on Item Data tab in SRM. Bidder has to quote the Basic Price, applicable GST etc in the item Data Column. Applicable GST can be selected

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from the dropdown box. In case any applicable GST is not available in the dropdown box, the same may be clearly mentioned along with the % in the # Bidders remarks#.

Bidder has to quote the Basic Price, applicable GST etc in the item Data Column. Applicable GST can be selected from the dropdown box. In case any applicable GST is not available in the dropdown box, the same may be clearly mentioned along with the % in the # Bidders remarks#.

Financial evaluation of the Price Bid shall be carried out after aggregating to a single figure the price quoted for each of the line items for the purpose of comparison/evaluation of the final quotation. The Bidder must quote for each of the six Line items listed.

The bidder meeting the Technical criteria (in the Technical Bid) and the lowest rate in the Price Bid will be deemed as the successful bidder and will be considered as eligible L-1 bidder for further processing.

Empanelment of Agencies and Division of Patronage: BEML reserves the right to share the business of Ticketing for the Air Travel requirement in the ratio of 60:40. The L1 firm will get 60% of the quantity and L2 firm will get 40% of the quantity **provided** the L2 firm accepts the Service Charges of the finalized L1 Agency. In the event the L2 firm / Agency is not accepting the L1 finalized rates, the entire share of the business for Air Ticketing quantity (100%) will be ordered on the L1 firm.

3. Terms and Conditions

- a) The quotation should be complete in all respects and free from any ambiguity.
- b) Price should be quoted in Indian Rupees only
- c) FAX / EMAIL quotations will not be accepted
- d) **Payment terms:** Payment will be made on the 30th day from the date of receipt and acceptance of the Bills at our respective divisions, Duly Certified by the User Department. Agency shall raise the bill once in 15 days with consolidated statement covering tax structure.
- e) Delivery Lead Time: In case of Urgency, the same to be delivered within the requested time.
- f) Delivery Terms: FOR BEML Limited
- g) Validity of quotation: 120 days from the date of opening of the tender.
- h) Successful bidder is required to submit the Performance Bank Guarantee for 3% of Contract value from the Scheduled Commercial Banks authorized by RBI for a period of 26 months from the start date of the contract. Interest will not be paid on the PBG and same will be returned after the satisfactory completion of the contract. The validity of Performance Bank Guarantee to be 30 months from the date of the Purchase Order.
- i) BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.
- j) Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reasons, which shall be binding on the bidder.
- k) 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 reserves the right to review and modify the contract at any point of time during the contract period.
- l) Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the

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value of the delayed portion of the Purchase Order. GST shall also be applicable on the LD amount so levied.

- m) 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 bidders risk and cost apart from recovery/encashment of EMD/PBG.
- n) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- o) Incomplete offers are liable for rejection.
- p) Offers not confirming to the above terms and conditions are liable to be ignored.
- q) In case any document / clarification is required for Technical Qualification of the Bidders, the same shall be asked from the bidders.

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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.

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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(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern this Contract. Courts in Bangalore alone 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".

(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 in Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration of 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.

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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.

(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.

(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:**

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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.

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.

- (xv) Empanelment of Agencies and Division of Patronage:** BEML reserves the right to share the business of Ticketing for the Air Travel requirement in the ratio of 60:40. The L1 firm will get 60% of the quantity and L2 firm will get 40% of the quantity provided the L2 firm accepts the Service Charges of the finalized L1 Agency. In the event the L2 firm / Agency is not accepting the L1 finalized rates, the entire share of the business for Air Ticketing quantity (100%) will be ordered on the L1 firm.

Kindly Note:

32. If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of GST.
33. If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
34. If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry
35. If minimum deliver schedule is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
36. 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.
37. In case any document / clarification is required for Technical Qualification of the Bidders, the same shall be asked from the bidders.

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TENDER No: 6300036553**Date: 05.10.2021****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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TENDER No: 6300036553

Date: 05.10.2021

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 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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TENDER No: 6300036553

Date: 05.10.2021

Annexure –‘C’

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300036553 dated 05.10.2021 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirm that we have read, understood and accept all the terms & conditions stipulated 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: _____

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TENDER No: 6300036553

Date: 05.10.2021

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.
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.

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

Place:

Date:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300036553**Date: 05.10.2021****Annexure-‘E’****TECHNICAL COMPLIANCE SHEET**

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

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F	Duly signed Integrity Pact (I.P.) In original along with its enclosure: All pages of Integrity Pact including its enclosure to be signed with company seal by the tenderer. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.	As per Annexure-J to be signed and uploaded in the collaboration folder.	
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The relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents are not uploaded.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300036553

Date: 05.10.2021

ANNEXURE-J

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as "The Principal"

and

.....(firm name).....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Enclosure to Integrity Pact (Annexure-A1)**.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

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Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

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.

- (1) The Principal appoints competent and credible **Independent External Monitor** # for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

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Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Signature

Signature

Name -----

Name -----

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1 :

Signature

Signature

Name & Address -----

Name & Address -----

Witness 2:

Witness 2:

Signature

Signature

Name & Address-----

Name & Address -----

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Enclosure to Integrity Pact (Annexure-J)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on www.bemlindia.com.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

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