



## **BEML LIMITED**

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

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

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

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**TENDER No: 6300036580**

**Date: 12.10.2021**

### **TENDER DOCUMENTS**

**Request for Proposal  
for  
Annual Maintenance Contract of Video Conferencing System installed in  
the BEML Limited across all locations.**

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



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### 1. Introduction

#### General Information

BEML Limited, incorporated in 1964, is a Mini-Ratna (Category-1) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products for core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace. BEML is a listed Company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments- Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

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

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

The objective of this **Request for Proposal (RFP)** is to solicit competitive proposals for BEML LTD for providing Comprehensive AMC services for Video Conferencing Equipments for a period of one year broadly comprises of all the VC components/equipments installed and working at production divisions (at KGF, Bangalore, Mysore and Palakkad), Corporate Office, Unity Building Bangalore and Delhi regional office.

### 2. Project Scope

The scope of work by the Service Providers will be

- Providing comprehensive AMC services for VC such as Poly devices, cameras, mics, display units & related VC equipments and connected accessories for a period of one (1) year. The list of equipments covered under this AMC is enclosed as **Annexure A**. The addresses of the location with contact executives are mentioned in Annexure-A1. The service provider has to repair/replace the faulty equipments/spares/assembly/units only with an OEM make equipments/spares/assembly/units under this contract.
- The engagement of the successful bidder shall be for an initial period of 1 year which can be further extended on the same terms and conditions for a further period of another one-year subject to satisfactory performance.



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### **THE SCOPE AND RESPONSIBILITIES**

#### **Annual maintenance of Video Conferencing Equipment**

- 1) This Contract shall remain in force for a period of one year from the date of signing of this Contract unless revoked earlier.
  - 2) The comprehensive annual maintenance contract, AMC in short, shall be for diagnosis and rectification of faults in VC and related equipment (Camera, Mic, Display and Remote etc) period along with remote testing of VC equipment.
  - 3) The vendor shall be required to paste non-removable label/sticker on all VC Equipments and other peripherals etc. with details of vendor's name, address, contact detail, service center / helpline number and contract expiry date etc.
  - 4) Vendor shall be responsible for provisioning of on-going support services through a single point of contact to resolve emergency, non-critical day to day assistance, repair of VC equipment, etc. and subsequent implementation at location under the contract. Vendor shall:
    - a) Diagnose the hardware & software faults as and when reported by the BEML and
    - b) Rectify the hardware I software fault detected.
  - 5) Vendor shall be responsible for testing of VC equipment etc. once in a month and to book the fault if any.
  - 6) Repair/replacement of faulty equipment at locations.
  - 7) Provide assistance for making changes I modifications required by customer.
  - 8) Issue of Guidelines, application note, procedure/SOP for rectifications of the faults.
  - 9) The list of VC equipments with locations is given in Annexure-A.
  - 10) In case AMC is required to be extended, then the exiting PBG shall be extended for which AMC is extended.
  - 11) The system has to be maintained during the entire period of contract in working condition with testing, checking with software test programs, if applicable, and removal of faults on calls, including removal of any functional disorder of the systems.
  - 12) The faults shall be rectified, and system shall be restored to normalcy in minimum time frame of 24 hours. In case of delay beyond 24 hours vendor shall provide service equipment till fault is rectified.
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- 13) Vendor shall ensure all necessary support for attending faults and carrying out such activities at site.
- 14) Vendor, during the course of attending the fault or during the course of remote testing and on noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment.
- 15) The faults booked or the faulty equipment during the currency of AMC shall be resolved as per the AMC terms and conditions, even after the completion of AMC period.
- 16) In case any equipment comes to RNP (Repair Not Possible) state, the equipment shall be replaced with an equivalent or upgraded version, free of cost.
- 17) Vendor shall not transfer any equipment from one site to another without the consent of the BEML Limited. Damages arising out of such activity shall not be covered under the scope of the AMC and the vendor would be responsible and rectification/ replacement of such equipment.
- 18) Updates of firmware to poly devices & server is the scope of the vendor during the AMC period, vendor should pro-actively check the OEM site for all type firmware release and update the same keeping secured of all Poly devices for all kinds of vulnerability as mentioned in Annexure - A.

### **TECHNICAL ASSISTANCE:**

- 1) Vendor shall have its own technical assistance and repair center in Bengaluru. Vendor shall have sufficient expertise/ resources available and shall produce a proof of infrastructure and expertise / resources availability. BEML shall at any time physically verify the same, if required. Vendor shall provide the details of technical assistance/escalation matrix and repair center location along with its complete address- Phone numbers | FAX numbers | E-mail etc., of the contact persons in advance in writing to BEML.
  - 2) Bidder shall submit the escalation matrix in the Technical Bid
  - 3) Assistance over designated phone/Fax/E-mail/helpdesk shall be made available round the clock by Vendor for trouble and fault reports, service request, routine O & M queries etc.
  - 4) On receipt of information of fault, Vendor shall assess the emergency situation and shall provide the technical assistance immediately.
  - 5) Round the Clock assistance shall be provided in case of emergencies.
  - 6) Vendor shall ensure proper and timely communication on all support and maintenance related issues.
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- 7) Vendor shall provide detailed procedure to the site coordinator/system operator for any action that will help in maintaining the VC equipment, LCD Display Unit etc. effectively and shall educate the site coordinator/system operator about the system's features.
- 8) Vendor shall not delay or refuse the attending rectification of the fault on account of change of technology, hardware and due to non-availability of support/hardware from the principal supplier etc.
- 9) Vendor shall prepare a summary of status on quarterly basis for the site under AMC and submit the same to BEML after duly vetted/signed from concerned official/beneficiary.
- 10) Vendor shall have adequate capacity of spare stocks as well as adequate tools and test equipment, etc. to ensure smooth support and for ensuring the time limits for clearing the critical/major faults.
- 11) Vendor is required to keep sufficient number of spares, taking into account the obsolescence of components, so as to run the VC equipment for its expected lifetime.
- 12) In case high level meeting, the vendor shall provide a qualified technical support to ensure smooth functioning of the meeting. Date of such meeting would be conveyed in advance.

### 3. ELIGIBILITY CRITERIA

The bidding service provider should have the following minimum qualifications

- The bidder should be authorised service provider of OEM M/s Poly. Bidder should submit the authorisation letter from OEM in OEM's Letterhead stating bidder is authorised service provider / partner and can be participated in this tender clearly quoting the Bid No & date of tender issued.
- Should have ISO 9000 or any equivalent quality certification.

**Documents supporting the above should accompany the technical bid.**

### 4. NDA AND SECURITY

1. The service provider shall not disclose any information pertaining to BEML LTD. The password/ encryption keys/ other secrets should be kept confidential. Service provider should provide the list of personnel handling the passwords/ encryption keys/other secrets. They should adhere to the security policies established by BEML LTD.
  2. The service provider shall not tap/view/modify/route it to third party/disclose any
  3. The service Provider shall execute a Non-Disclosure Agreement with BEML LTD before starting the project if the project is awarded.
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### 5. DOCUMENTATION

The service provider should provide complete documentation of the VC equipment network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD after entering into AMC contract. The Service Provider should enter into an SLA agreement before the submission of Invoice for the first payment.

### 6. GENERAL GUIDELINES

#### 6.1 Vendor Contact

Any **Technical queries** related to this RFP and Formal Quote should be addressed to--

**The General manager (CM)**

BEML LTD

BEML Soudha , 23/1, 4<sup>th</sup> Main

S R Nagar

Bangalore-560 027

Phone: 91-080-22963315/22963245/22963179

Fax: 91-080-22963279

Email: [gmcmbeml.co.in](mailto:gmcmbeml.co.in) / [ravibcto.beml.co.in](mailto:ravibcto.beml.co.in) / [smcmbeml.co.in](mailto:smcmbeml.co.in)

#### 6.2 Turnkey approach

The contract is one in which the AMC Service provider maintains the equipments on comprehensive maintenance.

#### 6.3 False and misleading statements

If, in the opinion of BEML LTD, a Quote contains false or misleading statements of references that do not support a function attribute capability or condition as contended by the vendor, it might be rejected.

#### 6.4 Clarification of quote

BEML LTD reserves the right to obtain clarification of any point in a Service Providers quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a vendor to response to such a request for additional information or clarification may result in rejection of a vendor's quote.

#### 6.5 Responsiveness

Quotes should respond to all requirements of this RFP to the maximum extent possible. Service Providers are asked to clearly identify limitations or exception of the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to BEML LTD.

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### 6.6 Bid Evaluation

The evaluation of the bids will be based on

- Solution offered by the service provider and suitability to BEML LTD.
- Service Level Guarantee offered by the service provider.
- Experience of the service providers in similar projects.
- Implementation and support plan.

BEML LTD may revise the above guidelines at any time without prior notice to the service providers during the evaluation of the bids.

BEML LTD has the right to accept or reject any of responses to this Request For Proposal without prior notification to the bidder.

### 7. BID PREPARATION

The bids shall be prepared in accordance with the guidelines given. Please include only the relevant information pertaining to the requirements of BEML LTD.

The technical bids will be opened and the proposal will be screened. The eligible bidders will be called for a technical presentation, if found necessary.

### 8. Bid Submission Process

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

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

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

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

**The last date for submission of the bid is on or before 02.11.2021 @ 14.00hrs.**

This Tender consisting of three parts:

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

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

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

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

#### Earnest Money Deposit (EMD):

EMD amount of Rs 30,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

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

- i) Open the following link:  
<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 30,000/-.

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

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

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs. 30,000/-** (Rupees Thirty thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300036580 dated 12.10.2021, Closing date 02.11.2021 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	



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

General Manager (Corporate Materials)

**BEML LIMITED.**, Room No.1

BEML SOUDHA, 23/1, 4<sup>th</sup> 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.**

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

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

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

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
  - b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
  - c) EMD lesser than Rs.30,000/- will not be accepted and the quotation is liable to be rejected.
  - d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
  - e) EMD does not carry any interest on return.
  - f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
  - g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
  - h) Tender shall be opened on closing date i.e 02.11.2021 @ 15.00 hrs
  - i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.
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### PART B - Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid (duly scanned and signed)

Sl No	Criteria Details	Documents required to be submitted
	<b>Mandatory Terms</b>	
1	The bidder should be authorized service provider / partner of OEM M/s Poly.	Bidder should upload in Collaboration folder (C-Folder) the authorization letter from OEM in OEM's Letterhead stating bidder is authorized service provider and can be participated in this tender clearly quoting the Bid No & date of tender issued.
2	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Signed copy of Undertaking document as per <b>Annexure - E</b> to be uploaded.
	<b>The following Documents/ details to be furnished / uploaded</b>	
3	Average annual financial turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year (i.e.2017-18, 2018-19 & 2019-20) should be minimum <b>Rs. 4,50,000.</b>	Copies of audited financial statement / balance sheet (indicating turnover) for last three years. 2017-18 Rs. 2018-19 Rs. 2019-20 Rs. 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 submitted and same shall be considered for bid evaluation. Udyog Aadhar document to be submitted in case of MSME vendor
4	Signed copy of list of VC Equipments inde AMC contract with Locations as per <b>Annexure 'A'</b> with contact address & details in <b>Annexure 'A1'</b>	Signed copies of <b>Annexure 'A'</b> & <b>Annex-A1</b> to be uploaded to C-Folder
5	Service Provider - Background Information Data with respect of your company as per <b>Annexure 'B'</b>	Signed copy of <b>Annexure - B</b> to be uploaded to C-Folder
6	Service Provider - Bank Details as per <b>Annexure 'C'</b>	Signed copy of <b>Annexure - C</b> to be uploaded to C-Folder
Sl No	Criteria Details	Documents required to be submitted

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7	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 bid closing date.	Signed copy of <b>Annexure - D</b> to be uploaded to C-Folder
8	Experience of having successfully completed similar works ( <b>AMC for Video conferencing projects</b> ) during last 5 Years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than <b>Rs. 06 Lakh</b> Or b. Two similar completed works each costing not less than <b>Rs. 7.5 Lakh</b> Or c. One similar completed works costing not less than <b>Rs. 12 Lakh</b>	Documentary proof i.e. <b>Purchase order / Work order / Satisfactory certificate</b> shall be uploaded in the c- folder.
9	Should have ISO 9000 or any equivalent quality certification.	ISO 9000 certificate to be uploaded to C-folder.
10	Special Conditions of GST as per <b>Annexure-F</b>	Signed copy of <b>Annexure - F</b> to be uploaded to C-Folder
11	The bidder/OEM must possess all valid certificates as mentioned below and should submit copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Copies of below to be submitted. i. PAN Number ii. GST Registration details/ Certificate

**Note:**

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

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5. BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above or missing documents by the bidder/s at any point of time during finalization of the contract.

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

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

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

Sl. No.	Description	Quoted Price without GST Per year
1	AMC charges for 18 VC Equipments at all locations as mentioned in Annexure-A of RFQ	To be submitted in SRM

Please enter the prices in item data in the SRM system. Any other commercial details may be entered under bidder's remarks.

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

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

### **9. Terms and Conditions**

The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only

FAX/EMAIL quotations not accepted

Indicate all applicable taxes and duties separately

**Payment terms:** Payment will be made on completion of each quarter of service.

**Duration:** one year from the date of Purchase Order.

**Performance Bank Guarantee:** The Successful bidder is required to submit Performance Bank Guarantee for 10% of the Purchase Order (PO) value drawn from Public Sector Bank Valid for a period of 13 months from the date of PO to be submitted within 30 days of placement of PO.

EMD will be returned after receipt of Performance Bank Guarantee.

**Validity of quotation:** 90 days from the date of opening of the tender.

**Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder



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**Termination:** BEML shall exercise the option to terminate the contract within 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.

**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 value of the delayed portion of the Purchase Order.

**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/encash of EMD/PBG.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

Offers not confirming to the above terms are liable to be ignored.

### Kindly Note:

- a) If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of all taxes.
- b) 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.
- c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

## 10. 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.

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**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.

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use

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

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

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

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

(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

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intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS**

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

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

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

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser:**

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

**Commitment by the Contractor:**

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

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



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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure A

**List of VC Equipments under AMC contract:**

Sl no	System Number	Serial	System Description	Location
1	82164344CF3CCW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	Palakkad Complex
2	82170646DACFCW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	Unity Buildings
3	82164344CF2DCW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	KGF Complex
4	82164344CFB2CW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	Mysore Complex
5	8G20035462D0CW		P002 Group 700,720,EE4-12,IN (P/N: 7200-64270-036)	Bangalore Complex (New C/Hall)
6	82164344CF3ACW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	BEML Soudha Conference Hall
7	8G19104C996BCW		P002 Group 700,720,EE4-12,IN (P/N: 7200-64270-036)	Delhi Regional Office
8	82164344CF35CW		P002 Group 700,UK,720,EE4-12 (P/N: 7200-64270-102)	Bangalore Complex (Old C/Hall)
9	8G1828497455PV		P Group 500 Series	BEML Soudha Board Room
10	8G180248C311CV		P Group 500 Series	BEML Soudha CMD Room
11	1L3QHL2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
12	1L0QHL2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
13	1L1WHL2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
14	34SJKH2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
15	1L3RHL2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
16	1L0VHL2		RACK SERVER 230, BLANK (P/N: 2230-70230-000)	BEML Soudha Data Center
17	EE19163179B2DD		RPCS1830,NO LIC (P/N: 2200-71830-000)	BEML Soudha Data Center
18	A973-1045-E61E-6893		CLARITI,5-14 USERS,PP (P/N: 5230-51011-000)	BEML Soudha Data Center

*Signature with date of Authorized signatory*

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

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

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



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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure A1

### Address of each Locations where VC Equipments Available with Contact Persons:

Sl No	Division	Address	Name (Sri/Smt)	Email ID	Contact No
1	BEML LTD Corporate Office (Data Center)	"BEML LTD SOUDHA", 23/1, 4th Main SR Nagar, Bangalore - 560 027	Ravi Shankar B, AGM -DT	<a href="mailto:ravib@cto.beml.co.in">ravib@cto.beml.co.in</a>	080-22963120/ 9449147230
2	Beml Unity Buildings	5Th Floor, Unity Buildings, JC Road Bangalore-560002, Ph. 080-22963503	Ravi Shankar B, AGM -DT	<a href="mailto:ravib@cto.beml.co.in">ravib@cto.beml.co.in</a>	080-22963120/ 9449147230
3	Bangalore Complex	New Thippasandra Bangalore- 560 075	S.V.Shailesh AGM(DT)	<a href="mailto:shailesh.scm@beml.co.in">shailesh.scm@beml.co.in</a>	080-25022675/ 8660141196
4	KGF complex	Earth Movers Division BEML LTD Nagar Kolar Gold Fields- 563 115	B.Manoj - DGM-DT	<a href="mailto:epl1@beml.co.in">epl1@beml.co.in</a>	9916098369
5	Mysore complex	Truck Division Belvadi Post Mysore - 570 018	B M Gururaj DGM-DT Rekha M AGM - DT	<a href="mailto:tly@beml.co.in">tly@beml.co.in</a> <a href="mailto:gururajbm.erp@beml.co.in">gururajbm.erp@beml.co.in</a>	9880937807
6	Palakkad Complex	Defence Rail Products Division Palakkad Complex, Kinfra park, Menon Para Road, Kanjikode East Palakkad - 678621.	MohanRaj, Sr.Manager PlantMaintenance	<a href="mailto:pse@beml.co.in">pse@beml.co.in</a> ; <a href="mailto:ps@beml.co.in">ps@beml.co.in</a>	9944560106
7	Delhi RO	Flat EFGH, 'Vandana', 11th Floor, Tolstoy Marg, New Delhi - 110 001.	Dayaram Meena	<a href="mailto:cpl@beml.co.in">cpl@beml.co.in</a>	9731329590

Signature with date of Authorized signatory

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

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

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



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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure - B

### Service Provider - Background Information

Ref No.	Particulars	Details to be furnished by Service Provider
1	Name of the Service Provider	
2	Registered office/ corporate office and Mailing Address	
3	Telephone and fax number	
4	E-mail address	
5	Name and designation of the person authorized To make commitments to BEML LTD	
6	Description of business and business background	
7	Year of establishment and constitution	
8	Number of years in the service provider business	
9	Organization chart - Problem Escalation matrix	
10	Details of the major VC projects executed during the last two years.(Provide evidence and contact details)	
11	Quality, Information Systems and Security certifications (ISO 9000/ ISO 27001/ BS7799 etc)	
12	Service Level Agreement a) Do you agree to sign SLA with BEML Ltd? b) Do you accept BEML Ltd's Penalty clauses? If no, what are your acceptable penalties for default to Service Level Agreement? c) Service Provider should take the responsibility of measurement d) Specify the tools/methods for measurement What are the escalation procedures you propose for resolving noncompliance or other issues related to Service Level Agreement	

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

*Signature with date of Authorized signatory*

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

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

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



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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure - C

### 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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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure - D

### UNDERTAKING

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

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

Signature with date of Authorized signatory

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

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

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



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Bid Ref No: 6300036580 dtd 12.10.2021

Annexure - E

### Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid **6300036580 dtd 12.10.2021** 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

signatory

Signature with date of Authorized

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

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

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



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**Bid Ref No: 6300036580 dtd 12.10.2021**

**Annexure-‘F’**

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

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
  2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make ‘good’ the loss suffered by BEML due to the tax credit it lost in that transaction.
  3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
  4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the ‘value’ of supply of goods / services.
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5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
  6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
  7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
  8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
  9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
  10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
  11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
  12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
  13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
  14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
  15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
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16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

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

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

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