

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore-560 027

TENDER ENQUIRY

(BID INVITATION : 6300037054 dtd 05/02/2022)

Ref : TRNG/ADC/6300037054/2022

5th February,2022

Sub : Tender Enquiry for conducting Assessment & Development Centres (ADCs) and Individual Development Plan (IDP) Workshops for Senior Executives at BEML LIMITED on QCBS System.

BEML LIMITED invites Bid responses through **e-mode** under Quality-cum-Cost-Based Selection (QCBS) system from the Bidding Organizations to **conduct 'Assessment & Development Centres' (ADC) and 'Individual Development Plan' (IDP) Workshops for Executives at BEML Limited**. The bids are to be submitted/ uploaded on or before **closing date 28.02.2022 @ 14:00 Hrs.**

1. Preamble:

- (i) Amidst stiff competition from large Multinationals and Indian Companies in all three Business Verticals i.e., Rail & Metro, Mining & Construction, Defence & Aerospace, BEML continues to achieve 85-87% of its revenue through competitive Pricing, duly backed by its own R&D capabilities.
- (ii) To sustain its Business and People performance, BEML has been undertaking various initiatives in the areas of R&D, IT/Digital application, Automation, HR/ Leadership development etc.

'People' being the Central to its "Value creation" process, BEML has undertaken various People related initiatives including Business/HR Strategy Conclave, Employee Engagement Survey, HR Utilization Study, HR Audit, **Development of Behavioural Competency Framework (BCF) Conduction of Assessment Development Centres(ADCs) along with IDP Workshops** encompassing approx. 500 plus Leadership level Talent across BEML Business verticals.
- (iii) As a part of this Journey, to take forward the Leadership development initiative through ADC Process, BEML hereby proposes to conduct ADCs for Assistant General Manager (AGM) and above position-holders along with the IDP workshops.

SECTION – I : SCOPE OF WORK

1. Scope of Work:

Assessment & Development Centres (ADC) & IDP Workshop

- (i) **No. of Executives: The actual number of total ADC Participants may vary based on BEML requirements.**
- (ii) **No. of ADCs: Total 17 Nos of ADC & 13 Nos of IDP Workshop approx**
- (iii) **Each ADC will have 15 participants & 05 Assessors (in the ratio of 1:3), as the BEML ADC Norm. Each IDP will have 20 to 25 no.s participants**
- (iv) **Duration: 2 Days**
- (v) **Location:**
 - **ADC will be done at Bangalore.**
 - **IDP Workshops will be done at KGF, Mysore & Bangalore.**

(A) Design of ADC :

- Identification, Selection, Customization & Finalization of **Appropriate Tools** (including Psychometric Instruments), based on BEML Behavioural Competency Framework (BCF) & Key Competency Indicators (KCI) thereof. Bidder Organization must ensure adequate sets of **validated & relevant Tools/Instruments** are in place to avoid any undue advantages to the ADC participants.
- **BEML BCF is enclosed for ready reference (Annexure-XIV).**
- Finalization of Tool vis-a-vis **Competency Matrix**. Each Competency must be assessed at-least by two/three separate tools.
- **ADC Report template finalization: The ADC Report for BEML must include each Competency-wise, under each Competency, Tool-wise evidences derived during the ADC Process.**
- **IDP Report Template finalization: Customized Competency- wise IDP Template reflecting specific developmental inputs under different heads viz Education/Training Events, Self Study, Assignments/Job Changes, In-place Activities, Coaching & Mentoring etc.**

(B) Assessors Profile:

- The Assessor-Assessee ratio would be 1:3 in an ADC with 15 Participants. **Out of Five Assessors for each ADC, minimum three (3) assessors have to be on the Payroll of the bidder Organization.**
- **The assessors should possess the following minimum experience & exposure:**
 - (i) For Empanelled ADC Assessors :**
 - Minimum 8 to 15 years of work experience and
 - Assessors should have minimum three years of ADC Assessment & Feedback Process experience for Senior Management Level
 - (ii) For Full Time(Payrolls) ADC Assessors:**

- Minimum 05 to 08 years of work experience and
- Assessors should have minimum two years of ADC Assessment & Feedback Process experience for Senior Management Level.

The Profile as envisaged in Annexure- VII & VIII Must carefully be filled in. BEML will review the Assessors Profile & its parameters (both Types) to ensure it is meeting the RFP Criteria.

(C) Conduction of ADC along with IDP Report preparation:

- A briefing session of 30 minutes duration for the participants is required to be arranged before the conduction of each ADC.
- The Bidders Organization needs to engage two Centre Managers for each ADC of two days duration. The Centre Manager will ensure smooth, timely & qualitative execution of the ADC tools & processes across both the days.
- **Based on the BEML requirements, Bidder Organization may have to simultaneously conduct Two (2) ADCs at a time.**
- The Bidders Organization must Organize & ensure that the required ADC Stationeries & Material Including, Laptops, Portable Projectors and other equipments are in place at the venue/s throughout the ADC process for the Participants and Assessors.
- On the Day Two of each ADC, the Bidder Organization must ensure, (post the Tools administration) complete Data-integration and Assessors Team discussion is done, followed by Qualitative Individual Feedback Session of minimum 30 minutes per ADC participant.
- The two sets of Color Printed and the Soft copy of ADC Report must be submitted to BEML for each ADC Participant and should be provided within 7 (seven) Working Days of specific ADC Completion.
- Soft Copy of the training programme to be attended by the participants post ADC should be given Individual vs Competency wise.

(D) IDP Workshop :

- **As a part of this RFP, the Bidder Organization must submit work Completion Certificate which clearly mention conduction of IDP Workshops at the client Organization.**
- The Bidder Organization will be responsible for Design & Development of content & training materials for **IDP Workshop for two days duration based** on BEML Behavioral Competency Framework (BCF), ADC Reports and BEML inputs.
- The IDP workshops to be conducted Post-ADC, based on the IDPs of respective executives and the three pillars comprising 11 Competencies of the Behavioural Competency Framework.
- The IDP Workshop should be intensive along with identification of Action learning projects (ALP).
- The training content, material developed, and use of training aids etc., for the workshops will be prepared in consultation with BEML Limited.
- The course material so developed is required to be provided in Soft copy well in advance; at least one week prior to the commencement of the

workshop.

- For workshops conducted at KGF & Mysore the 'TO' and 'FRO' travelling expense will be restricted to reimbursement of II AC train
- fare or actual expense whichever is less on ex-Bangalore basis. No Local conveyance or incidental expenses will be paid for such travel. However, Boarding and Lodging may be provided by the Company at its Guest House, on payment basis, subject to availability.
- Based on BEML requirement, the number of executives for IDP workshops will be determined.
- Pen, Writing pads & folders and other training aids / infrastructure like class room, Portable Projector, Internet, Video/Audio etc., will be provided by BEML.

(E) Post-conduction of ADCs & IDP workshops, the Bidder Organization needs to submit the following:

- Creation of Developmental Directory including Recommendation for bridging Competency gap (Behavioural Competency-wise) at individual & organizational level.
- Analysis of ADC- IDP data, IDP Workshops observations along with the recommended Action Plan (way forward) at Individual and Organization level.
- The Bidder Organization should submit the consolidated data of Training required wrt each individual participants, team & organizational level.

1. **Responsibilities of Bidder Organization:**

- The Bidder Organization will be responsible and committed to the assignment & deliverables indicated at Para-2 above.
- Responsible for providing the required services as stated at Para-2 along with the various data, reports, profiles, etc.
- Continuously partner with BEML Limited during the assignment, ensuring alignment of recommendations to the overall organizational objectives and interests.
- Guarantee adherence to agreed standards, time schedule and costs.
- **Responsible for arranging all the logistics as may be necessary for the assignment viz., transportation & accommodation to personnel of the Bidder Organization, printing, stationery, internet facility, photo copying, equipments etc.**

2. **Responsibilities of BEML:**

- Provide access to BEML Competency Framework (including sub-factors).
- Provide required information/response sought by the Consultant within reasonable time.
- Provide necessary permissions for entry at work sites and usage of infrastructure, subject to approval.

SECTION – II : TENDER PROCESSING AND EVALUATION

1.0 Tender Processing and Evaluation for conducting ADC's and IDP Workshops and other activities at BEML:

- The selection process would be based on Quality-cum-Cost-Based Selection (QCBS). The Evaluation will be done basis 70% weightage for Technical Criteria and 30% weightage on Financial Proposal(Price Bid).
- The Bidders who has submitted the EMD, their technical Bids will only be considered for evaluation.
- The Bidding Organization will be required to submit Technical Bids on BEML SRM Platform. The Bidding agency must ensure submission of all documents in its completeness. The bidding Organizations will be informed about the date, Time & venue of the technical Presentation (The mode of Presentation will be either on-line or in person. BEML will inform the Bidders suitably based on circumstances involving COVID etc) to an appointed Evaluation Committee. The duration of the presentation would be of 60 minutes for each Bidder, individually.
- **If the bidder does not attend in person/join through virtual mode for the presentation at the date, time and venue informed to them, than their bids will not be considered.**

2.0 Short-listing based on Technical Bid score :

- The bidders who score total 70 out of 100 marks, as stated here-in-above shall be qualified and shall be included in the shortlist for opening and evaluation of their Price bid.
- The summary of the Technical Evaluation criteria and the details thereof are enumerated below:

3.0 Combined and final evaluation

- The price bid of the short listed bidders will be opened under BEML SRM Platform and scored .
- Final Ranking will be based the combined score of Technical Bid Score and Price Bid Score. The successful bidder shall be the first ranked bidder (based on both Technical and Price Bid score).
- For reference as an Example : Formula for determining the financial scores:

$$Sf = 100 \times Fm / F$$

Sf = financial score , Fm is the lowest price

F is the price quoted by the respective bidders

$$St = 100 \times Fm / F$$

St = Technical Score

$$\text{Combined total score (S)} = (St \times 0.7) + (Sf \times 0.3)$$

- The weightage given to the :

Technical =T=0.70
Price/Financial=P=0.30

4.0(A) Technical Evaluation : 70% weightage : Summary of the Technical Evaluation criteria:

SI No	Technical Evaluation Criteria(70% weightage)	Total Marks
1	Bidder Profile	20
2	Relevant Past Experience	30
3	Approach and Methodology	20
4	Resource (Assessor for ADC & Facilitator for IDP Workshop) Profile	30
Grand Total		100

Detailed Technical Evaluation Criteria

SI No	Technical Evaluation Criterion	Max Total Marks	Scale	All Annexure are to be uploaded on BEML SRM platform under Technical Bid
1.0	Bidder Profile	20	Scale	Annexure
1.1	<p><u>Financial Turnover:</u></p> <ul style="list-style-type: none"> The financial turnover during 2017-18,2018-19 & 2019-20, as a part of Technical Bid Process :. Bidder must upload Audited Balance Sheet and Profit & Loss account statements of three financial years during 2017-18,2018-19 & 2019-20. 	10 Marks	<p>Rs 25 Crores and above = 10 Marks</p> <p>Rs 15 Crores and above but less than 25 Crores = 08 Marks</p> <p>Rs 5 Crores and above but less than 15 Crores = 06 Marks</p> <p>Rs 5 Crores and below = 04 Marks</p>	Annexure - I (Please upload Audited Balance Sheet and Profit & Loss account statements of three financial years.(i.e. 2017-18, 2018-19 & 2019-20).
1.2	The No of Full Time Consultants (on payroll) under HR Consultancy as on 01.01.2022	10 Marks	<p>10 & above Full Time Consultants (on payroll) under HR Consultancy on 01.01.2022 = 10 Marks</p> <p>8 or 9 Nos Full Time Consultants (on payroll) under HR Consultancy on 01.01.2022 = 8 Marks</p> <p>6 or 7 Nos Full Time Consultants (on payroll) under HR Consultancy on 01.01.2022 = 6 Marks</p>	Annexure-II

2.0	Relevant Past Experience	30 Marks	Scale	All Annexure are to be uploaded on BEML SRM platform under Technical Bid
2.1	<p>Have designed & developed 15 Nos of Assessment & Development Centre (ADC) for Senior Management Level (as defined in the RFP) during 2017-18,2018-19 & 2019-20.</p> <p>Senior Management level indicates Executives equivalent to Assistant General Manager & above in BEML/ PSU's/ Govt Organizations and AGMs & above in Private Sector.</p> <p>The ADC List should not include Conduction of Virtual ADC.</p>	15 Marks	<p>15 & above Assessment & Development Centre (ADC) for Senior Management Level during 2017-18,2018-19 & 2019-20 = 15 Marks</p> <p>10 - 14 Assessment & Development Centre (ADC) for Senior Management Level during 2017-18,2018-19 & 2019-20 = 10 Marks</p> <p>- 9 Assessment & Development Centre (ADC) for Senior Management Level during 2017-18,2018-19 & 2019-20 = 5 Marks</p>	Annexure-III
2.2	<p>During 2017-18,2018-19 & 2019-20, out of the total 15 ADCs, the Bidder should have Conducted at least 5 ADCs in PSU/Govt undertaking</p>	5 Marks	<p>Out of the total 15 ADCs, 5 or More ADCs in PSU/s = 5 Marks</p> <p>Less than 5 but more than or equal to 3 ADCs in PSU = 3 Marks</p>	
2.3	<p>Bidder should have at least One PO/Contract with value of not less than Rs 20 lakhs towards ADC Conduction during 2017-18, 2018-19, 2019-20.</p>	5 Marks	<p>One PO of Rs 20 lakhs & above = 5 Marks</p> <p>One PO of Rs 15 lakhs & above but less than 20 Lakhs = 4 Marks.</p> <p>One PO of Rs 10 lakhs & above but less than 15 Lakhs = 3 Marks</p> <p>One PO of Rs 5 lakhs & above but less than 10 Lakhs = 2 Marks</p>	
2.4	<p>Bidder should have conducted minimum 5 IDP workshops in total during 2017-18, 2018-19 and 2019-20.</p>	5 Marks	<p>5 & more IDP Workshops Conducted = 5 Marks</p> <p>Less than 5 but more than 3 IDP Workshops Conducted = 3 Marks</p>	Annexure- IV

3.0	Approach and Methodology	20 Marks	Scale	All Annexure are to be uploaded on BEML SRM platform under Technical Bid
3.1	<ul style="list-style-type: none"> • <u>Design of ADC</u>: No of ADCs verses No of sets of Tool : BEML desires to have a new set of Tool every Five ADCs (for 5 ADC : 1 set of Tool) to avoid undue advantages to the Participants. • Tool Set: BCF of BEML has eleven Competencies. BEML • During the two Days ADC at BEML, a minimum of Six Tools (consisting of validated Individual/ group-level tools) to be administered. Normally, BEML prefers to have tools like Group Discussion, Behavioral Event Interview, Business Presentation, Communication of Decision, Group Game, Negotiation Task, Decision Making, Business Plan Implementation, Planning etc. • The requisite tools-competency Matrix is also to be prepared. • Each Competency must be assessed by 2/3 separate tools. • BEML ADC does not involve any psychometric tool. 	10 Marks	<p>One Tool Set for every 5 ADCs or less = 10 Marks</p> <p>One Tool Set for every 6 ADCs or More = 05 Marks</p>	<p>Bidder Comment in a separate sheet and should be uploaded as Annexure-V .</p>
3.2	<p>Write up & Demonstration of understanding of BEML Business Context, BCF, Objectives & Application of BCF & ADC in BEML context.</p>	10 Marks	<p>Excellent understanding of the context = 10 Marks.</p> <p>Good understanding of the context = 5 Marks.</p>	<p>Bidder Comments in a separate sheet elaborating the Tool details as a part of approach & methodology should be uploaded as Annexure-VI</p>

4.0	Resource (Assessor for ADC & Facilitator for IDP Workshop) Profile	30 Marks	Scale	All Annexure are to be uploaded on BEML SRM platform under Technical Bid
4.1	The <u>ALL Full Time Assessor</u> should have 5-8 years of work Experience & Assessment Experience (minimum two years of ADC Assessment & feedback process experience for Senior Mgt Level).	10 Marks	Greater than or equal to 8 years of work Experience & Assessment Experience (with more than two years of ADC Assessment & feedback process experience for Senior Mgt Level)= 10 Marks Greater than or equal to 5 years , but less than 8 years of work Experience & Assessment Experience (with more than two years of ADC Assessment & feedback process experience for Senior Mgt Level) = 05 Marks	Annexure- VII
4.2	The <u>ALL Empanelled Assessor</u> should have 8-15 years of work Experience & Assessment Experience (of minimum three years of ADC Assessment & feedback process experience for Senior Mgt Level).	5 Marks	Greater than or equal to 15 years of work Experience & Assessment Experience (with more than two years of ADC Assessment & feedback process experience for Senior Mgt Level) = 5 Marks Greater than or equal to 8 years , but less than 15 years of work Experience & Assessment Experience (with more than two years of ADC Assessment & feedback process experience for Senior Mgt Level)= 3 Marks	Annexure- VIII
4.3	The ALL Full Time Facilitators for IDP Workshops should have 5-8 years of work Experience & Facilitation Experience (of minimum two years of IDP Workshop experience for Senior Mgt Level).	10 Marks	Greater than or equal to 8 years of work Experience & Facilitation Experience (of minimum two years of IDP Workshop experience for Senior Mgt Level).= 10 Marks Greater than or equal to 5 years , but less than 8 years of work Experience Facilitation Experience (of minimum two years of IDP Workshop experience for Senior Mgt Level) = 05 Marks	Annexure- IX
4.4	The ALL Empanelled Facilitators for IDP Workshops should have 8-15 years of work Experience & Facilitation Experience (of minimum three years of IDP Workshop experience for Senior Mgt Level).	5 Marks	Greater than or equal to 15 years of work Experience & Facilitation Experience (of minimum three years of IDP Workshop experience for Senior Mgt Level) = 5 Marks Greater than or equal to 8 years , but less than 15 years of work Experience & Facilitation Experience (of minimum three years of IDP Workshop experience for Senior Mgt Level). 3 Marks	Annexure-X
Grand Total of Marks				100

B. Evaluation of Financial Proposal (Price bid) (To be submitted through e-mode on BEML SRM system) : 30% weightage

- For financial evaluation, the quoted amount indicated in the Price Bid (which will be opened on-line only) shall be considered. After financial evaluation, the shortlisted bidders will be given total score.
- The BEML will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final & reflecting the total cost of services.
- The Bidder has to quote the Professional charge for each program/Phase excluding taxes as detailed below. The Professional fees quoted by the Bidder Organization shall remain fixed during the currency of the contract and no variation / change / alteration / correction is permissible on any account.
- A Bid submitted with any conditional price will be treated as non-responsive and shall be rejected.

Price Bid Template:

SI No	Particulars as per Scope of Work	No./Qty.	Amount (All-inclusive price) but Exclusive of GST (in Rs.)
a	<u>ADC - Phase-I</u> Design of Assessment Development Centre (ADC) (lump sum amount)	1	Please quote lump sum amount in item data
b	<u>ADC - Phase-II</u> Conduction of ADC, Preparation of ADC Report including Individual Development Plan (IDP) Report for each ADC:	17	<u>Please quote per ADC rate in item data</u>
c	<u>ADC - Phase-III</u> Conduction of each IDP Workshop of two day duration for Senior Management Executives at BEML. The number of participants per workshop may vary from 20 -25participants.	13	Please quote per IDP Workshop rate in item data
d	<u>ADC - Phase-IV - Analysis & Reports</u> Creation of Developmental Directory including Recommendation for bridging Competency gap (Behavioral Competency-wise) at individual & organizational level. Analysis of ADC- IDP data, IDP Workshops observations along with the recommended Action Plan(way forward) at Individual and Organization level.	1	Please quote lump sum amount in item data
TOTAL AMOUNT = (ax1) + (bx17) + (c x 13) + (d x 1)			

****Note :** BEML envisages conduction of 17 ADCs & 13 IDPs during the Contract period. However, **Please note that the number/quantity indicated under b & c may vary (plus / minus) at the time of order / execution.** Due to COVID Pandemic/ any other unforeseen scenario, BEML may decide to cancel partly/fully the activities under the scope of the work.

Price Bid be calculated as: Total amount = (ax1) + (bx17) + (c x13) + (d x 1) as indicated above.

- i. **Note :** quoted Price bids should be exclusive of GST. GST will be pay as applicable.
- ii. If exempted from taxes, provide documentary proof issued by income tax department.

NOTE :

- (i) **The information received as part of Technical Bid responses from the bidder organization will be maintained confidentially by BEML. Masking of data which prohibiting / creating Non-availability of important data thereby causing issues for Technical Committee Evaluation will lead to disqualification of the Tender bid.**
- (ii) In case the data declaration is not supported by the supporting documents like Completion certificate, Purchase Order, Work completion order etc. (either fully or partially w.r.t. eligibility criteria, consequently, the technical bid responses cannot be evaluated by the Technical Evaluation Committee and it will lead to rejection/cancellation of the same. Thus, it is utmost important to the bidder organization to read & response meticulously while submitting the technical bids to ensure that eligibility criteria / parameter are addressed fully.
- (iii) Please ensure that **NO price details** are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD/Tender fee. **Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.**

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SECTION – III : TENDER REQUIREMENT

The following Data/ Documents must be supported by complete, clear, legible without any masking/hiding. The relevant Documents will include Work Completion Certificate, Audited Balance Sheet, P&L Account, PAN , Profile of Assessors & Facilitators)


DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

Sl. No.	Description	To be uploaded on SRM platform under Technical Bid	BEML under
1	Name of the Organization		
2	Name of the owner of the Organization. The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished together with their contact number.		
3	Address of the Organization with E-mail ID		
4	Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID.		
5	Date of Incorporation / Registration of the Organization with details	Copy of certificate of incorporation / registration certificate duly signed to be upload	
6	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	Copy to be uploaded	
7	TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode).	Copy to be uploaded	
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices with Consultants details under HR Consultancy/People Advisory Services)	Copies to be uploaded	
9	The bidding Organization shall conduct ADCs/IDP's by deploying their own Resource Person(s)/Assessors or tie up with other agencies or external experts. Details of these agencies/ experts shall be disclosed to BEML in the technical bid itself.	Please write your Comment clearly whether- Deploying your own Resource Person(s)/Assessors or tie up with other agencies or external experts.	

Sl. No.	Description	To be uploaded on BEML SRM platform under Technical Bid
10	Not banned/blacklisted/debarred from Trade by any Central/State Govt. department/ Autonomous Institutions or PSUs in India.- Undertaking document as per the Annexure - XI	Annexure - XI
11	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms & conditions - Undertaking document as per the Annexure- XII.	Annexure -XII
12	Tax Indemnity clause - Undertaking document as per the Annexure- XIII	Annexure - XIII
13	BEML Competency Model	Annexure - XIV
14	Declaration of No Conflict of Interest(COI). To be signed & submit by the Bidder after receiving Purchase Order as applicable	Annexure - XV

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Full Time Consultants


 Photograph

1	Name	
2	Present Designation	
3	Qualification & Certification (if any)	
4	Total Work Experience	
	(i) Overall work experience	
	(ii) Experience of ADC (in Years) as Assessor - Facilitator(IDP Workshop) - Please also mention when & in which Organization/s	
	(iii) Date of joining the current Organization	

Note :

1. The Profile must carefully be filled in. BEML will review the Assessors Profile & its parameters (both Types) to ensure it is meeting the RFP Criteria.
2. Each Profile should be signed & sealed by the current Employer with date, else it will be disqualified

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Conduction of Assessment & Development Centre (ADC) - Should have designed & developed 15 nos of Assessment & Development Centre (ADC) during 2017-18, 2018-19 & 2019-20.**No Virtual/on-line ADC to be included.**

Year of the Assignment of ADC Conduction (2017-2018, 2018-2019, 2019-2020)	Client Organization (Name, Address, Contact No & e-mail of the concerned Officials)	PSU /Govt/Private	Brief Description of the Assignment with deliverables	No of ADC Conducted	Duration of ADC (Minimum One Day	No. of Senior Mgt Executives covered in ADC (As Described in the 'Note' below)	Value of the Assignment (Rs)	Client Organization as Proof (Client Certificate of Completion)
1	2		3		4	5	6	7
2017-18								
2018-19								
2019-20								

Note :

- (a) All such work must be supported by work completion Certificate with requisite information.
- (b) Senior Management level indicates Executives equivalent to Grade VI-Assistant General Manager & above in BEML/PSU's/Govt Organizations and AGMs & higher in Private Sector.
- (c) Please mention only the details of completed projects and completed portions of ongoing projects. All document from the Client Organization regarding completed or proportionately completed wrt the 2017-18, 2018-19 & 2019-20 .as Proof (Client Certificate of Completion with clear mention of the parameters) to be uploaded without which the assignment / experience will not

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Conduction of Individual Development Plan (IDP) Workshop (The Organization should have conducted minimum five (05) IDP workshops during the last three Financial years in total – 2017-18, 2018-19 & 2019-20) – NO VIRTUAL IDP TO BE INCLUDED

Sl No	Year of the Assignment	Client Organization (Name, Address, Contact No & e-mail of the concerned Officials)	Brief Description of the Assignment with deliverables	Value of the Assignment (Rs)	Reference from Client Organization as Proof (Client Certificate of Completion)
1	2	3	4	5	6
	2017-2018				
	2018-2019				
	2019-2020				

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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(A) Details of Assessors for ADC – Full Time (ON PAYROLL)

Sl. No.	Assessor Name	Qualification	Total Work experience Details (Minimum 05-08 years)	Assessment Experience Details (Assessors should have minimum two years of ADC Assessment & feedback process experience for Senior Mgt Level).
1	2	3	4	5

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

ANNEXURE – VIII

Ref.: 6300037054 dtd 05.02.2022

Details of Assessors for ADC - Empanelled

Sl. No.	Assessor Name	Qualification	Total experience (Minimum years)	Work Details (08-15)	Assessment Experience Details (Assessors should have minimum three years of ADC Assessment & feedback process experience for Senior Mgt Level).
1	2	3	4	5	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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(A) Details of Facilitators For IDP Workshops – Full Time (ON PAYROLL):

Sl. No.	Facilitators Name	Qualification	Total Work experience Details (Minimum 05-08 years)	Facilitation Experience Details (Facilitator should have minimum two years of IDP Workshop experience for Senior Mgt Level).
1	2	3	4	5

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Details of Facilitators For IDP Workshops – Empanelled

Sl. No.	Facilitators Name	Qualification	Total experience (Minimum years)	Work Details (08-15)	Facilitation Experience Details (Facilitator should have minimum three years of IDP Workshop experience for Senior Mgt Level).
1	2	3	4		5

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Undertaking

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

Dear Sir,

Having examined the Tender No Dated
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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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(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.

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

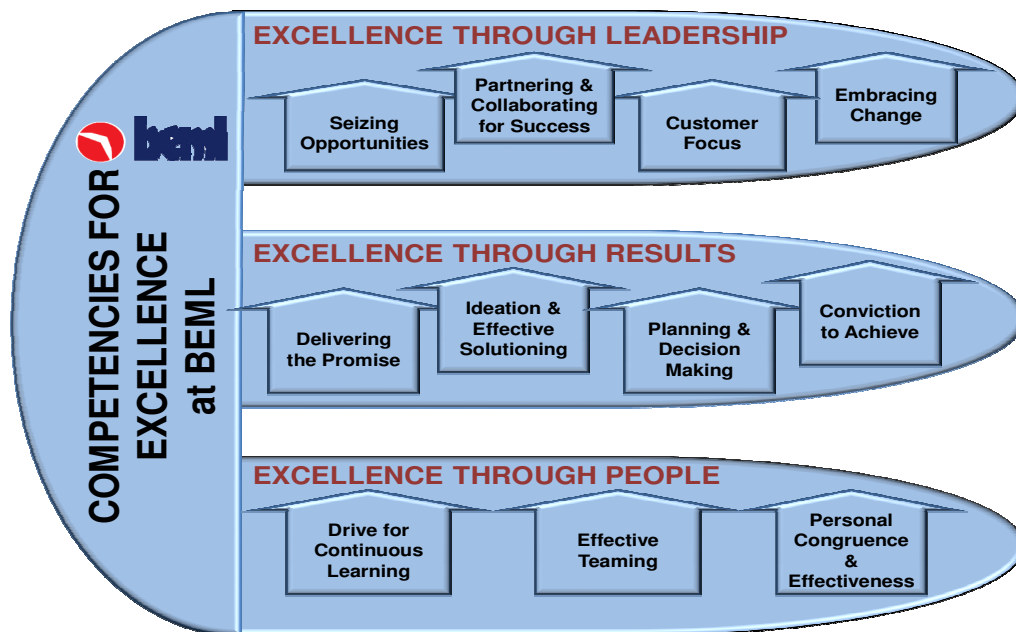
Name: _____

Designation: _____

Firm's Seal: _____

Ref.: 6300037054 dtd 05.02.2022

BEML Competency Model



Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Ref.: 6300037054 dtd 05.02.2022

Declaration of No Conflict of Interest(COI)

BEML Limited has engaged the service of _____ for designing, implementing and managing its Assessment Development Centre (ADC) and IDP Workshop process in a fair and confidential manner by way of Purchase Order No dated

I, authorized signatory by Power of Attorney issued by **Bidder Organization Name** in this regard, do hereby declare and state that Executives and Assessors or any other person/s engaged/involved in the said ADC and IDP Workshop process for BEML do not have any Conflict of Interest with the Assesseees mentioned in the list enclosed.

I, on behalf of **Bidder Organization Name**, further declare and state that the said **Bidder Organization Name** Executives/ Assessors/ Facilitators(Full Time/Empanelled) or any person of **Bidder Organization Name** engaged/involved in the said ADC process shall keep the entire aspect and information relating to the said ADC and IDP Workshop process in strict confidence and shall not divulge the same to any third party, including the Assesseees.

I, do hereby and state that I have full authority to sign this Declaration as stated above.

Signature with Seal of the Bidder Organization :

Name :

Place :

Date :

NOTE : To be signed & submit after receiving Purchase Order as applicable

SECTION – IV : SUBMISSION OF BIDS

1.0 SUBMISSION OF BIDS

This Tender consists of

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

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

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)
The details are as below:-

1.1 PART A – PRE-QUALIFICATION BID :- The EMD amount can be submitted in either way as detailed below:

- i. Online Payment of EMD amount can be made as mentioned below:
 - a) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
 - b) Read the terms & conditions, tick the acceptance box and click on Proceed.
 - c) In 'Select State' dropdown, select All India and click on the Go button.
 - d) In 'Select Payment Category', select EMD/ Tender Fee.
 - e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 80,000
Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.
- ii. Payment of EMD amount through DD / Banker's Cheque
 - a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.80,000** (Rupees Eighty Thousand) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
 - b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in Sealed envelope duly superscripting the Bid Invitation No. 6300037054 dtd 05.02.2022 Closing date 28.02.2022 Time 14.00Hrs 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:

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

- c) 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

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

- d) 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 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 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.80,000** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (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 & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date of 28.02.2022 at 15:00 hrs in presence of bidders who wish to be present.
- j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

C) PAYMENT TERMS :

- a) No advance payment shall be made.
- b) Payments shall be subject to deductions of any amount for which the Organization is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- c) All Payments shall be made in Indian Rupees only.
- d) Payment schedules are as given below:

Sl No	Particulars as per Scope of Work	Payment Schedule
1	ADC - Phase-I Design of Assessment Development Centre (ADC) (lump sum amount)	This part of payment will be made on completion of Phase I & Phase-II against the invoice raised by the bidding Organization, on successful completion of all the activities under Phase I & Phase-II after duly certified by the user and/or authorized official of BEML LTD
2	ADC - Phase-II Conduction of ADC, Preparation of ADC Report including Individual Development Plan (IDP) Report for each participant	
3	ADC - Phase-III Conduction of all IDP Workshop of two day duration for Senior Management Executives at BEML	This part of payment will be made on completion of Phase III & Phase IV against the invoice raised by the Organization, on successful completion of all the activities under Phase III & Phase- IV after duly certified by the user and/or authorized official of BEML LTD
4	ADC - Phase-IV - Analysis & Reports Creation of Developmental Directory including Recommendation for bridging Competency gap (Behavioural Competency-wise) at individual & organizational level. Analysis of ADC- IDP data, IDP Workshops observations along with the recommended Action Plan(way forward) at Individual and Organization level.	

SECTION – V : GENERAL TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATIONS:

- 1.1 The Purchaser' means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 'Bidding Organisation' means Organisation / Firm / Company etc. with whom the order for execution of this assignment is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 "Tender" means and includes quotation, invitation to tender and all other documents like specifications, Annexure etc that form part of this tender document. This Tender is based on QCBS System, as detailed herein.
- 1.5 "Acceptance of Tender" means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, Scope of work, Annexures as enclosed and other condition specified in the acceptance of tenders and if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Words in singular include the plural & vice-versa.
- 1.8 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 1.9 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF SERVICES (e-mode)

2.1 The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender

2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: This Tender is under QCBS System.

2.3 Bids should be submitted online in BEML SRM e-Procurement platform only. Bidders should have a valid Class III Digital Signature Certificate issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system. Interested bidders can contact us through **email: admin.srm@beml.co.in** to obtain the username and password for submitting the bids.

3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:

- a) The firm should submit their Bids through E-mode in BEML SRM Portal only.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the SRM Portal as Technical Bid.
- c) The bidder will be required to make necessary presentation to the Evaluation Committee. The detail of the evaluation under QCBS system is elaborated under point No 4 of this Bid Document.
- d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.

4.0 INSTRUCTION FOR SUBMISSION OF PRICE BID:

- a) The firm should submit their Bids through E-mode in BEML SRM Portal only. Please quote the price details in the 'Price Conditions' column in SRM portal against the respective item.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
- c) Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM website to submit quotation.

4.1 BEML reserves its right to reject any incomplete bid submitted.

4.2 The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original Tender Document only at BEML website/ SRM Portal**, Validity of bids submitted shall be deemed to be extended accordingly.

- 4.3 BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 4.4 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.5 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- 4.6 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 4.7 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
- 4.8 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 4.9 The Notice inviting Tender is not an offer or a contract.
- 4.10. Proposals become BEML's property.
- 4.11 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.12 BEML is not obligated to contract for any of the services described in the Notice Inviting Tender
- 4.13 BEML's decision is final for Evaluation of the offers.

- 4.14 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.15 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 4.16 In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's **orders are not eligible** to participate in this tender.
- 4.17 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 4.18 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.19 Late / Un-Solicited offers will be rejected.
- 4.20 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 4.21 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.22 We request you to submit your lowest non-negotiable best competitive price.
- 4.23 No representation would be entertained on any error(s) if found in the Tender Documents. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

5.0. PRICE BID VALIDITY: The Bid should be valid for 90 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

6.0 PRE-BID MEETING

6.1. A pre-bid meeting will be conducted on **18.02.2022 at 11.00 AM** either through On-line system/face to face . BEML will inform the same. For pre-bid meeting please send mail to [smcm@beml.co.in/](mailto:smcm@beml.co.in) kh1@beml.co.in for arrangement of meeting.

Queries of the Organizations (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to General Manager – Corporate Materials (smcm@beml.co.in) to reach us on or before 27.02.2022 by 17.00Hrs.

6.2. Subsequently, Bidding Organizations will be required to make necessary Presentation in line with the Technical Evaluation criteria .The bidding Organizations will be informed about the date, Time & venue of the technical Presentation (The mode of Presentation will be either on-line or in person. BEML will inform the Bidders suitably based on circumstances involving COVID etc) to an appointed Evaluation Committee. The duration of the presentation would be of 60 minutes for each Bidder, individually..

7.0 DIGITAL SIGNATURE

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

7.2. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

7.3. 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

8.0 SERVICE EFFECTIVENESS & TIMELY DELIVERY :

It is expected that the Organization & its resources will deliver the required services under the Scope of Work as enumerated in this Tender Enquiry with due effectiveness and within the given time frame.

9.0. PENALTY / LIQUIDATED DAMAGES (LD) :

Time is essence of the contract. The successful Bidder Organization must adhere to the Time Schedule provided by the User department (time to time) based on the Organizational priorities. Any Non Compliance, without valid reasons /Notice/Discussion will entail a penalty equivalent to 10% of the professional fee of the particular activity as follows:

If such cancellation/postponement is of 6 days before the commencement of the Activity by the Bidder organization and less 25% of professional fee of the particular program will be recovered from the Organization. This penalty/LD WILL BE CALCULATED @ of 10% of the of the professional fee of the particular activity for any postponement of 7 days, 25% for 5 days under after duly certified by the user and/or authorized official of BEML LTD given execute the relevant portion of scope of work as specified in the Work Order. Any postponement of ADCs / Workshops 7 days before the commencement of workshop by the bidder

10.0. AUTHORITY OF PERSONS SIGNING DOCUMENT:

A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

11.0 Evaluation of Tenders:

11.1. The Tender responses will be processed & evaluated based on QCBS system as elaborated in Section II of tender document.

11.2. Bids are opened on the stipulated due date and time mentioned in the tender.

11.3. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

11.4. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

11.5. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.

13.6 BEML reserves its right to reject any incomplete bid submitted..

13.7 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

12.0. FIRM PRICE:

The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract

13.0. ACCEPTANCE OF ORDER:

The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

14.0. SECURITY DEPOSIT / PERFORMANCE GUARANTEE (if applicable)

10 % of PO value has to be deposited as interest free security deposit/Performance Guarantee at the time of acceptance of offer in respect of all service contracts and major capital goods like plant and machinery, etc as follows:

- (i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and warranty (CBG) clause for 10% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.
- (ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.

BEML reserves the right to accept a bank guarantee from any of the Scheduled Commercial Banks authorised by RBI in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months.

No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

15.0 PRICE, INVOICING AND PAYMENT:

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

16.0 VALIDITY PERIOD :

The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.

17.0 PROGRESS REPORT:

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

18.0. CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

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

19.0. APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

20.0 INTELLECTUAL PROPERTY RIGHTS:

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to

time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

21.0 In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable as below :

22.0. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

23.0. For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website www.bemlindia.in

24.0. BRIBES AND GIFTS:

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as o 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.

25.0 JURISDICTION:

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

26.0. ARBITRATION:

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

27.0. FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

28.0 NON DISCLOSURE AND INFORMATION OBLIGATIONS:

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

29.0 FALL CLAUSE:

- i. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

30.0. TERMINATION OF CONTRACT:

- a) BEML LTD may at any time terminate the contract, if the Bidder is unable to provide the training services as per the contract. In such cases, if any amount is due to the Bidder on account of the training conducted by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to conduct the training program has been made at the Bidder's cost and risk. The selected Bidder/s will give at least three months' notice prior to discontinuing the service.

b) BEML LTD may at any time terminate the Contract by giving written notice to the selected Organization/ Institution, without compensation to the selected Organization/Institution, if the selected Organization/ Institution becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BEML LTD.

c) BEML LTD may by written notice sent to the selected Organization/ Institution, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for BEML LTD's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. BEML LTD reserves the right to elect :

- i.to have any portion completed at the purchase order and/or the Contract terms and prices; and/or;
- ii.to cancel the remainder and pay to the selected Organization / Bidder / Institution, an agreed amount for partially completed Services.

31.0 DURING ARBITRATION:

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

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

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

33.0 NON-WAIVER OF DEFAULTS:

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

34.0 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to sub-contract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties 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.

35.0 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled.

The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

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

36.0 SECRECY:

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

**Thanking you,
For BEML Limited**

**Asst. General Manager,
Corporate Materials**