

BEML LIMITED

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

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

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

TENDER No: 6300037083/2022

Date: 15.02.2022

TENDER DOCUMENTS

Request For Proposal (RFP) For enhancement of existing Modules including Development (.NetBased) of requisite modules / applications, Annual Maintenance Contract of existing and new modules (For Two years& extendable for One More Year)

Request for Proposal (RFP) for:

- a) Enhancement in UI and Database Design and admin user level controls of existing modules.
- b) Addition of features in Existing Modules.
- c) Development of New modules.
- d) AMC for Existing and New Modules – 2 Years & extendable for 1 year.
(Under AMC Support – Fix minor issues without Change Request, Change Request may be raised for major changes)
- e) Rate Contract – T & M model for development.
- f) Integration with SAP, BAMS (Biometric Attendance System) & eConnect (Self Service Portal)

The Existing HR Modules:

1. Performance Management System (PMS)
2. Vigilance Clearance System (VCS)
3. Annual Property Returns (APR)
4. Online Promotion Test (OPT)
5. Other areas as envisaged in this RFP

Tender Closing Date and Time 08.03.2022 @ 1400 Hrs

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General Information

BEML Limited, diversified Indian Multinational, supplying Global standard products to the Sectors such as Defence & Aerospace, Mining & Construction, Rail & Metro is known for its competitiveness, in-house R&D, cost effective & creative solutions to the customers. BEML is poised for tremendous growth by leveraging its Technological capacity & Human capability.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore. BEML has wide Marketing network, spread across the country.

BID SUBMISSION PROCESS

Bid response is invited 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 bid. 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).

Note: To participate in this e- tender, the Service Provider should have Valid Class 3 digital signature. Service Providers willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

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

The last date for submission of the bid is on or before 08.03.2022 @ 14.00 Hrs

PRE-BID MEETING

A pre-bid meeting will be conducted **on-line** at **25.02.2022.AM on 11.00 AM**. Interested bidders shall confirm their participation well in-advance. Queries of the firms (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 Asst. General Manager, Corporate Materials (smcm@beml.co.in) to reach us on or before **08.03.2022 by 13.00 pm**.

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This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e., Submission of EMD (Earnest Money Deposit)

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)

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

Earnest Money Deposit (EMD): EMD amount of **Rs. 60,000**(Rupees Sixty Thousand only) can be paid on-line or can be submitted in the form of Demand Draft / Banker's Cheque.

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 60,000/-. 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 / Bankers Cheque:

a) EMD in the form of Account Payee Demand Draft (DD) / Bankers Cheque for Rs. 60,000 drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Bankers Cheques/ EMD Exemption Certificate/ online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. **6300037083 dated 15.02.2022 Closing date 08.03.2022 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. The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

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General Manager (Corporate Materials)

BEML LIMITED., Room No.2

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar,

Bangalore – 560 027

KARNATAKA, India

Please attach the details duly filled-up for refund of EMD amount as appended below: DD / Banker's Cheque for EMD:

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

EMD lesser than Rs. 60,000 will not be accepted and the quotation is liable to be rejected.

- d) EMD of technical disqualified bidders 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 / Bankers 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. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e, 08.03.2022. @ 15.00 hrs

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- i) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption / online payment.
- j) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- k) Quotation submitted online without receipt of EMD in-time will not be considered.
- l) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- m) EMD does not carry any interest on return.
- n) Forfeiture of Earnest Money Deposit (EMD)
 - (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
 - (ii) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
 - (iii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

Note: Successful Bidder is required to submit Performance Bank Guarantee for 10% of tender value drawn in Nationalized Banks/ scheduled Banks valid for 25 months

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.

The following **documents signed with company seal** are to be scanned and up-loaded in the collaboration folder.

1. You are requested to upload the documents indicated in the eligibility criteria.
2. General Data in respect of your company as per Annexure "A"
3. Undertaking as per Annexure "B"
4. Undertaking as per Annexure "C"
5. Annexure "D" : special terms and conditions for GST
6. Bio-data of Executives as per Annexure "E"

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Note:

1. **Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.**
2. **The Bidders must ensure that the documentary proofs to substantiate clauses given in this Tender, 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.**
5. **BEML reserves the right to seek clarifications/missing documents from the bidder/s for the documents submitted above 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: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM. Kindly quote unit rate per item on SRM platform.

Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered under bidder"s remarks against each item.

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

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

BACKGROUND:

In the year 2018, BEML has developed.Net based HR & Vigilance Modules/ Applications viz. Performance Management system (PMS), Vigilance Clearance System (VCS), Online Promotion Test (OPT), Annual Property Returns (APR) development, named as **SAMPARK** at BEML.

During the operation of the above modules between 2018 to till date, various requirements from the stakeholders regarding process improvements, flexibility for ease and effectiveness etc. have arisen. Based on these, certain urgent system modification/development are to be carried out, as detailed below:

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SCOPE OF WORK:

BEML intends to indicate its requirements hereby with respect to HR Functionalities, involving .NET Platform, SAP Interface, Attendance System interface, Employee Self Service (developed in-house) interface. **The Source Code for SAMPARK is available with BEML (as is basis).**

The Service Provider will be expected to adhere to the Standard Norms of Software Development & Implementation including SRS preparation, UAT, Go-live, training of the stakeholders etc. **within the TIMELINE given by the BEML officials.**

Accordingly, the Service Provider must adhere to the Project Plan& ensure necessary resource deployment to meet the timelines given by the BEML failing which LD will be applicable.

BEML being a Defence Organization under GoI, the Service Provider must adhere to the confidentiality clauses of BEML including the SOURCE CODE, Documents etc which will be shared by BEML with the Service Provider. Going forward, the Service Provider would be required to submit the entire SOURCE CODE, Manuals, Documentations etc. immediately upon completion of each modified / newly developed module/s to BEML.

The necessary Delivery Schedule for new & modified modules with respect to various activities / requirements envisaged under the scope of work will be provided by BEML which will form a part of the Software Requirement Specification (SRS).

The general/common Service Level Agreements (SLAs) across the modules will be signed off with the Service provider within seven days of placing the PO. BEML will have the right to seek any new Modules development / modifications of various Modules during the Contract Period.

Service Provider has to provide hand-holding support to the users of BEML for two month post Go-Live of the modules and depute one person to provide training/support to BEML KGF, BANGALORE, MYSORE & PALAKKAD Complexes during the contract period.

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A. Performance Management Systems (PMS)

1. Options for Dual Reporting Structure in PMS and Probation Modules involving part-change in Routing, Goal Setting / Mid-term / Year-End / Final Review, Attribute Assessment, Individual Development Plan etc.
2. Rollback options in PMS & Probation Module
3. Attachment option Key Performance Appraisal (KPAs) wise in PMS & Probation Module in pre-defined sizes e.g., (in PDF, Excel, Word & JPEG) & any other kind of files
4. Scope for Setting-up KPAs for Selective Executives – Admin Facility for setting KPA's for selected Executives/ group of Executives / Executives in a Location
5. All Master data must be updated across all modules
6. Option to download the PMS Appraisal at any stage (Before Completion & After Completion) for selective Executives and in bulk manner
7. New field to be created for recording feedback for Reporting Officer

B. Vigilance Clearance Systems (VCS)

1. New text field to be created for maintaining the Vigilance Status
2. Add new radio buttons in existing VCS formats
3. Increase the Existing size of upload (from 02 MB to 04 MB)
4. Bulk VCs generation option extends to the Complex HR also

C. On-line Promotion Test (OPT)

1. Provision for Bulk Batching and attendance maintenance
2. Add Pictorial (Graph, Picture, Charts) types of Questions
3. Options to change the Header and Labels in OPT Modules by HR Admin

D. Annual Property Return (APR)

1. Options for Bulk Generation/Selective executives of APR/ROAL Data in PDF year wise

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E. NEW REQUIREMENTS

1. Exit Management (EM)Module:

BEML intends to develop a comprehensive EM module encompassing various steps e.g. raising the resignation letter through proper channel, obtaining multi-level approval, seeking Clearances from various stake holders, administering Exit Interview process, Reports etc.,

2. PMS Modules for Contract engagement:

This module involves administering three main forms with multilevel routing and reference for Goal setting, Mid-term and final Assessment process for all contractual engagement.

F. GENERAL REQUIREMENTS :

I. Development of Programs for the following -

1. Creation of Menu Driven window for the HR whereby the User defines the data field requirements provides the conditions, relationship among the variables etc., requisite templates & texts towards the preparing the Analytical reports as and when the same is needed by various stakeholders.
2. Creation of Menu Driven window for the HR whereby the User defines the data field requirements provides the text towards the required Letter Generation, in a flexible and user-friendly manner.
3. SAP Integration – Data Sync with SAP Master Data
4. Option to Add/Modify Existing Master Table Data across all modules
5. Service Provider is required to provide the Help desk service through e-mail, ticketing & call basis. BEML will require this helpdesk service during the period from April to June every year @ 10 hours for 6 days / week.

II. Warranty & Annual Maintenance Contract (AMC) Areas for Existing & New Modules:

1. All the majorly modified & new modules will have the Warranty period of 12 months (or proportionate thereof, as applicable) from the date of Go-Live for every Module. During this warranty period, the Service Provider will be responsible for doing the needful towards training the Stakeholders, stabilization of the Module/s, finalization of the required manuals, required modifications / fine tuning to fulfil the company's needs.

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2. Service provider is also expected to provide the AMC for the Existing Modules (as is basis in case there is no modifications involve.)
3. Post-warranty period of 12 months(for New Developments),AMC period will commence for all Modules (modified& new modules)for next 12 months & proportion thereof, as applicable for case to case basis during the contract period. The AMCs will be renewed **on the same price, Terms and conditions** during the contract period.
4. BEML will have the right to ask the Service Provider **to continue the AMCs** even beyond the Contract period till the finalisation of the new Tender/engagement of the new Service Provider for the purpose, on the same rate and Terms and conditions.
5. The general/common Service Level Agreements (SLAs) across the modules during the warrant and AMC period will be signed off with the Service provider within seven days of placing the PO.

G. ADDITIONAL DEVELOPMENT HOURS: (Time & Money Model)

BEML intends to keep flexible provision for Development of new modules / modification of existing modules, as per the company's requirements. BEML will have the option to utilize these hours in full or part thereof, as & when required during the Contract period. The service provider is required to provide the Rate /Hour (Rs.) against the indicated slabs provided in the price bid templates.

H. Optional REQUIREMENTS (Based on the needs , BEML may choose to activate / proceed on any of these option/s, as follows):

1. Single Sign-on for SAMPARK and eConnect (ESS portal) Modules
2. Integration of SAP System with BEML's Bio-Metric Attendance System to fetch the data & post-editing, push back the data to SAP for payroll administration etc.
3. CHAT BOT Support to address the Users' Queries including Ticketing purpose under different SAMPARK modules.

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4. Facility for uploading Old records under the PMS & APR Modules, as a part of Digitisation process.
5. Tool-tips for all the existing modules
6. Deployment of trained **one** IT personnel (once in a week for 08 HRS) at BEML Soudha to handle various BEML IT Requirements.
7. Integration and Users' interface of BEML SMS system, e-mail alert systems with the modules under A, B, C, D & new modules, as & when required by the company.
8. Creation of Users' interface to facilitate WhatsApp messages under A, B, C, D & new modules, as and when required by the Company.
9. Providing Support Services(through Human Interface through off-site facilities) @ three days for three hours each during specific period of peak load, to be defined by BEML.

Technical Bid- (To be submitted through e-mode on BEML SRM system)

- (a) Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.
- (b) Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.
- (c) The bidder should have the following minimum qualifications:

Ref.No.	Particulars	Details to be uploaded by firm in SRM
	Mandatory Documents	
1	Brief Details about the Firm	Please upload filled-in format as per Annexure-A in collaboration folder
	The following Documents/ details to be furnished/ uploaded	
2	Bidder should have a local office in Bangalore. Contact details along with Local address to be provided	Details to be uploaded in the collaboration folder.

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Ref.No.	Particulars	Details to be uploaded by firm in SRM
3	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2018-19, 2019-20 & 2020-21) should be minimum Rs. 30 Lakhs	2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded in the collaboration folder. 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 shall be considered (in lieu of 2020-21) for bid evaluation.
4	The bidder should have ISO 9001 or CMMi Certifications.	Valid Proof of the same to be uploaded
6	The bidder must possess all valid certificates as mentioned below and should upload copies of the same: a) PAN Number b) GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
7	The Bidder should have the experience of having implemented at least three similar projects in terms of Data Management with modules. During the three financial years i.e 2018-19, 2019-20 & 2020-21 the Bidders should have at least two PO of Rs. 15 lakh each in the similar areas as mentioned in the scope of work.	Documentary proof i.e. Purchase order / Work order along with Completion certificate/Letters pertaining to the 2018-19, 2019-20 & 2020-21 clearly indicating the value of the order, date of start, date of completion, nature of work, Client's name, contact persons with phone numbers etc. to be uploaded under Technical Bid module.

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Ref.No.	Particulars	Details to be uploaded by firm in SRM
8	Client list, where similar applications are developed integrating with ERP.	Please upload Client list along with details along with scope of work, contact person with phone numbers, credentials similar applications developed.
9	The bidder should have at least 5 nos. .NET experienced Developers (with at least 05 years of .NET experience) on its pay rolls as on 01.01.2022 with experience on development of similar projects.	Upload certified CVs (Ref. Annexure – E) reflecting the experience profile with the Company's name who are in permanent payroll as on 01.01.2022.
10	The bidder should have at least 3 nos. Experienced in SAP HCM/ BASIS/ ABAP/ .NET integration etc. on empanelment as on 01.01.2022 with experience on development of similar projects.	Upload certified CVs (Ref. Annexure....) reflecting the experience profile who are on empanelment as on 01.01.2022.
11	An undertaking is to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	Undertaking document as per the Annexure – B to be uploaded.
12	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure –c to be uploaded.

Note:

- The Bidders who do not fulfill any or all of the above technical parameters/ Conditions or forward incomplete information shall be summarily rejected and will not qualify technically.
- The Bidders must ensure that the relevant documentary proofs to substantiate clauses above are given, without which their bid will not be considered.

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- c. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). An offer with price details either in Pre-Qualification Bid (under part A) or in the Technical Bid (under Part B) will be rejected.
- d. The price bid will be opened only for those bidders who meet the qualifying requirement (i.e. as per Technical Bid).
- e. Technical bid will be opened first subject to receipt of original DD for EMD.

Price Bid – (To be submitted through e-mode on BEML SRM system)

- a. Please quote the price details in "Item Data" in the system only. The price quoted for the assignment shall be a lump sum price for each module and AMC as per the details provided in the format as below. No other charges will be paid extra. Taxes /duties will be paid as applicable.
- b. L1 will be arrived as:

$$L1 = (A) + (B) + (C) + (D) + (E) + (F) + (G)$$

Note. – 1. The Service Provider is required to quote for each item under "H". However, this is being optional, this should not be counted for calculating the L1 under Price BID.

2. Whereas, the A, B, C, D, E, F, G & H are enumerated (along with its sub points) under scope of the work ref. no. Pg. No. 8-11.

3. The Service Provider are notified herewith that BEML reserves the right of choosing or dropping any of the areas under A, B, C, D, E, F, G or its sub-points thereof without assigning any reason to the Service Provider, as per BEML's requirements.

4. In the event of Service Provider utilizing / hiring etc., any third-party software, the cost, IPR, Licence fee etc., has to be borne by the Service Provider and price bid must include all such cost, as applicable.

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PRICE BID TEMPLATE

Module	Module Details	Bid Price (In Rs) To be submitted in SRM
A	Performance Management Systems (PMS)	
B	Vigilance Clearance System (VCS)	
C	On-line Promotion Test (OPT)	
D	Annual Property Return (APR)	
E	New Requirements:	
	a) Exit Management Module	
	b) PMS for Contractual Personnel Module	
F	General Requirements:	
	a) <u>Development of Programs for the following -</u> (combining all 5 points in Page No 10 of 44 clause No F)	
	b) <u>Warranty & Annual Maintenance Contract (AMC) Areas for Existing & New Modules:</u> (combining all 5 points in Page No 10 of 44 clause No F)	
G*	Additional Development Hours (per hour cost)	
	Slab	(rate per Hour)
	a) 1 to 500 hours	
	b) 501 to 1000 hours	
	c) 1001 to 2000 hours	
	d) 2001 to 5000 hours	
	e) 5001 & above hours	
Total Bid Price (A+B+C+D+E+F+G)		

*Note: Reference to 'G' above, the L1 under point 'G' will be evaluated based on the least price quoted against all the slabs as a total.

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Item	Module Details	Bid Price (in Rs)- Please quote item wise as below
H.	Additional requirements (based on the needs BEML may choose to activate any/all the options, as follows)	
a)	Single Sign-on for SAMPARK and eConnect (ESS portal) Modules	
b)	Integration of SAP System with BEML's Bio-Metric Attendance System to fetch the data & post-editing, push back the data to SAP for payroll administration etc.	
c)	CHAT BOT Support to address the Users' Queries including Ticketing purpose under different SAMPARK modules.	
d)	Uploading Old records under the PMS & APR Modules, as a part of Digitisation process.	
e)	Tool-tips for all the existing modules	
f)	Deployment of trained one IT personnel (once in a week for 08 HRS) at BEML Soudha to handle various BEML IT Requirements.	
g)	Integration and Users' interface of BEML SMS system, e-mail alert systems with the modules under A, B, C, D & new modules, as & when required by the company.	
h)	Creation of Users' interface to facilitate WhatsApp messages under A, B, C, D & new modules, as and when required by the Company.	
i)	Providing Support Services (through Human Interface through off-site facilities) @ three days for three hours each during specific period of peak load, to be defined by BEML.	

- Price bid of only technically accepted offers will be opened.
- Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.
- Bidder has to quote for all the line items in SRM, else their bid shall be rejected.
- GST as applicable shall be payable extra. GST should not be included in the bid price.**

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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.

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.

*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.*

EVALUATION OF BIDS:

Envelopes received as per Pre-Qualification Bid (Part-A) above will be opened first and subsequent to realization of Demand Draft / Banker's Cheques towards EMD, technical evaluation of those bids will be carried out. Bidder is to ensure compliance of all provisions of the Tender document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection. Price bids of such bidders, whose technical bids are qualified as per tender terms, will be opened for further processing.

RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:

The Company reserves the right to reject & accept any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action.

PRE-BID MEETING:

- a) A pre-bid meeting will be conducted on **25.02.2022, 11.00 AM** on Online **OR** at BEML Soudha, 23/1, 4th main, SR Nagar, Bangalore-560027. Queries, if any, shall be sent to Deputy General Manager – Corporate Materials (smcm@beml.co.in) to reach us on or before **08.03.2022 by** 13.00Hrs. The queries of the firms on issues related to tender will be clarified during the pre-bid meeting. The bidder or its authorized representative shall confirm their

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participation in advance to smcm@beml.co.in Non- attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

- b) Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Company and the same will be hosted on BEML website. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, amendments, time extensions, clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.com only. Bidders should regularly visit BEML's websites to keep themselves updated. Before the dead-line for submission of Bids, BEML may modify the Bidding documents. All corrigenda, addenda, amendments, time extensions, clarifications etc if any thus issued shall be part of the Bidding documents and shall be hosted on BEML website. (c) Bidder must ensure that they furnish true information and valid documents. Bidder found having furnished false information is liable to be rejected as well also forfeiture of his EMD.

UNDERSTANDING OF BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

PERIOD OF VALIDITY OF BIDS:

- (a) Bids shall remain valid for 120 days from the date of bid closing
- (b) In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

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ANNUAL MAINTENANCE CONTRACT (AMC):

- a) AMC will commence for a period of 1 year after successful implementation after two months of Go-Live of the modules.
- b) Service Provider will provide all required proactive and preventive / reactive maintenance on the solution provided within the AMC cost. Any travelling, stay, other incidental costs required perform preventive and reactive maintenance will be to Bidder's account only.
- c) AMC Support will be provided from offshore location of the Bidder.
- d) Bidder will nominate a Single point of Contact (SPOC) to co-ordinate with BEML team. The SPOC will be contacted with the issue list and the SPOC will appropriately arrange the required technical team for the resolution of the issues.

PAYMENT TERMS & CONDITIONS:

90% of the PO value shall be paid on completion module, Go Live of the software and certification from the user department. Balance 10% shall be paid on submission of Performance Bank Guarantee (PBG) equal to 10% of the PO value as specified in subsequent paragraphs.

PERFORMANCE BANK GUARANTEE (PBG) :

The successful bidder shall furnish PBG from any Indian Public sector bank equal to 10% of PO value valid for 18 months from the date of Go Live. The PBG shall be returned, without interest, after completion of the 18 months.

Liquidated Damage (LD) Clause: -

LD applicable shall be @ 0.50% per week or part thereof subject to a maximum of 5% of the value of undelivered quantity out of the scheduled quantity for delayed supplies beyond mutually agreed delivery date. GST at applicable rates shall be charged extra on the liquidated damages recovered.

OTHERS:

- a. After awarding the contract to the Service Provider, if the related documents furnished are found to be incorrect or false or fake, the Service Provider forfeits its EMD & such Service Provider's orders will be cancelled without any notice, apart from initiating legal action.

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- b. BEML reserves the right to cancel any of the modules or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.
- c. The name and address along with seal of the authorized representative of the Service Provider who will be interacting in future has to be furnished.
- d. Technical Bids will be opened first in the system and the Price Bids of the Pre-qualified bidders only will be opened in the system subsequently.
- e. Fax/email quotations are not acceptable.
- f. The terms "Supplier" & "Purchaser" refers to Consultant/ Service Provider & BEML respectively in the General terms & Conditions.

IPR & RIGHT TO USE WILL REMAIN WITH BEML

The Intellectual Property Right (IPR) & Right to use of software will be exclusively with the BEML. The Bidder will hand over the source code and all corresponding development documents to the BEML, reference scope of work under reference RFP herewith.

AVAILABILITY FOR WORK:

Apart from the weekdays, the services should be available on Saturdays/Sundays.

RISK PURCHASE CLAUSE:

In case of non-performance of the contract, BEML Ltd., will have an option to avail the services of alternate service provider at your risk and cost apart from recovery of Liquidated damages.

CONFIDENTIALITY:

Bidders shall not divulge any information related to the tender/contract to any person or Service Provider without permission from BEML. In any such event the contract will automatically stand cancelled with immediate effect. To this effect, successful bidder shall execute an undertaking.

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TERMINATION:

BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

On the subject, the agencies track record of adherence to timelines of development & go-live of modules, adherence to SLA, quality of work, users feedback etc., will be considered.

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 Organization' means Organization / Service Provider/ 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 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.
- 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,

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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 Service Provider, 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. GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF SERVICES (e-mode)

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

2.1 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in TWO-BID system. (Technical Bid & Commercial Bid)

2.2 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.

OTHER INSTRUCTIONS

3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:

- a) The Service Provider 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) If the bidder has not provided the document which is specified their offer is liable for rejection.

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- 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.
- e) Technical Bid will be opened on (date and time of bid opening) and the commercial Bid of that bidder whose technical bid is accepted only will be opened later.

4.0 INSTRUCTION FOR SUBMISSION OF PRICE BID:

- a) The Service Provider 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 Service Provider needs to quote. Service Provider has to update registered GST details in BEML SRM website to submit quotation (non-local vendors).
- 4.1 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.
- 4.2 BEML reserves its right to reject any incomplete bid submitted.
- 4.3 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.
- 4.4 BEML may decide to scrap the tender/re-float 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.
- 4.5 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

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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.

- 4.6 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.
- 4.7 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 Service Provider 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.
- 4.8 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 outrightly rejected.
- 4.9 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.
- 4.10 The Notice Inviting Tender is not an offer or a contract.
- 4.11 Proposals become BEML's property.
- 4.12 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.13 BEML is not obligated to contract for any of the services described in the Notice Inviting Tender
- 4.14 BEML's decision is final for Evaluation of the offers.
- 4.15 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.16 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.

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- 4.17 In case any person/persons, Company, Service ,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.
- 4.18 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.
- 4.19 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.20 Late / Un-Solicited offers will be rejected.
- 4.21 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.
- 4.22 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.23 We request you to submit your lowest non-negotiable best competitive price.
- 4.24 The quoted prices should be Service Provider and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
- 4.25 No representation would be entertained on any error(s) if found in the Tender Documents. However, Service Provider(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The Service Provider's time and expenses has to be borne by Service Provider(s).

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5.0. PRICE BID VALIDITY: In view of Covid Pandemic, the Bid should be valid for 180days 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 The Bidding Organization shall furnish the details as per the **Annexure-A to D** with the supporting documents in the Technical Bid. Non-submission of the proof would lead to disqualification.

7.0 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.

The Service Provider must ensure appropriate risk assessment and risk mitigation mechanism to ensure no loss of BEML's goodwill, time, resources, etc. As a GoI Ministry of Defence Organization, BEML is to ensure governance of these processes are proper and the Service Provider must take all necessary steps to ensure the same.

8.0 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.

9.0 Evaluation of Tenders:

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

9.2 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.

9.3 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.

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

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

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9.6 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.

9.7 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.

10. 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.

11. 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.

12 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.

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13 VALIDITY PERIOD :

The Purchase Order is valid for a maximum period for 2 years (24 months) and further extendable for a period of One year (12 months) (at the same terms & conditions, subject to satisfactory Performance) 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.,

14 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.

15. 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.

16 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.

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17. 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 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 Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (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".

18. In case of non-adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable.

19. If a Supplier fails to deliver the services against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract

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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.

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

21. 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.

22 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.

23. 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.

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24. 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

25 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.

26 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.

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- 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.

27. 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 / Service / Institution, an agreed amount for partially completed Services.

28. DURING ARBITRATION:

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

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29 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.

30 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.

31 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.

32 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

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Commitment by the Contractor:

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

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

The 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.

33. SECURITY:

- 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) EML 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.

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Annexure –‘A’

TENDER No: 6300037083

Date: 15.02.2022

DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

PART- I

General Data in respect of your Company (i.e, Company profile). Please upload the supporting documents wrt all points (Sl.No. 1 to 8):

Sl. No.	Description	Details (To upload Documentary proof)
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 Service Provider 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	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
6	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).	
7	Bank account numbers with Banker"s Name, Address & Contact Number:	Bank account number: Bank Name: IFSC Code: Address:
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices)	

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NOTE :

1. Please ensure to provide the Proper INDEX Page (Point wise as per Annexure-A)
2. Each page must have the Page Nos with Seal & Signature.
3. All Attachments should be uploaded as per the point wise sequence with page no. under Annexure-A.

All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300037083

Date: 15.02.2022

Annexure - B

UNDERTAKING

This is to certify that _____ (Name of the Service Provider) 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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Annexure - C

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid #: **6300037083** dated 15.02.2022 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure-'D'

TENDER No: 6300037083 Date: 15.02.2022

**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 / withheld 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

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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.

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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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300037083 Date: 15.02.2022

Annexure-'E'

PROFILE

Photograph

.NET Developer (Full Time)

1	Name	
2	Present Designation	
3	Qualification & Certification (if any)	
4	Total Work Experience	
	(i) Overall work experience	
	(ii) Experience (in Years) as of .Net Development - Project Name & Type – 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.NET Developer 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
3. Please add additional pages if required.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300037083 Date: 15.02.2022

PROFILE

Photograph

SAP Consultant (On Empanelment)

1	Name	
2	Present Designation	
3	Qualification & Certification (if any)	
4	Total Work Experience	
	(iv) Overall work experience	
	(v) Experience (in Years) as SAP Consultant - Project Name & Type – Please also mention when & in which Organization/s	
	(vi) Date of joining the Current Organization	

Note :

- The Profile must carefully be filled in. BEML will review the SAP Consultant Profile & its parameters (both Types) to ensure it is meeting the RFP Criteria.
- 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: _____