

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

TENDER NO: 6300037808

Date: 27.07.2022

TENDER DOCUMENT

Request for Quotation for

**Engagement of Consultancy Services for Drafting & Filing of Intellectual
Property Rights (IPR) i.e. Patents application**

LAST DATE FOR SUBMISSION OF BIDS IS ON OR BEFORE 20.08.2022 BY 2.PM

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

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1. INTRODUCTION:

BEML Limited is a leading public sector undertaking under the Ministry of Defence operating its business in three verticals i.e Defence, Mining & Construction and Rail & Metro.

The objective of this proposal is to solicit competitive offers for engagement of consultancy services for Drafting & Filing of Intellectual Property Rights (IPR) i.e. Patents, Designs, Trademarks & Copyrights.

2. SCOPE OF WORK (Prior art search for novelty to Grant of patent)

2.1.1 Patent Search, Drafting & Filing of Application:

- Prior art search report for novelty, inventiveness and utility.
- Drafting Complete Application
- Patent Filing(Indian patent office)
- Filing Examination Request
- Filing statements and undertakings
- Request for early publication
- Attending to objections during examination(for each examination report)
- Amendment of patent specification (replies to FER (First Examination Report))
- Attending Hearing
- Preparing and filing pre-grant opposition & post -grant opposition
- Preparing and filing counter –statement to opposition
- Defending against an opposition
- Govt. Fees: Patent Application, Request for Examination, Reply to First Examination Report (FER) & any other miscellaneous fees to be paid by the firm. BEML Ltd will reimburse Govt. fees subject to the submission of original receipt of the actual paid.
- Any other task as mentioned in “The First Schedule” of Patents (Amendment) Rules, 2016.

Note: Successful firm to provide format to BEML for capturing information related to the patent application. Based on which, patent application could be drafted by the firm and mailed to BEML for approval before filing. After BEML have checked up the description of the invention in the application thoroughly, the application can be filed by the successful firm.

2.1.2 Prosecution of Patent Application:

- Making a request for examination
- Amendment of patent specifications to the BEML patent applications (replies to patent objections raised by patent examiners)
- Attending hearings
- Attending to Assignments/Licensing proceedings
- Correspondence and follow up with patent office on BEML patent applications.

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2.1.3 Opposition Proceedings:

Opposition Proceedings of BEML patent applications before the Indian Patent Office representing BEML at the hearings, filing opposition proceedings or defending an application against an opposition and processing of application till grant of patent.

Note :

- All Bond Paper Charges, Photocopying Charges and other Expenses while Filing is in Firm Account.
- Payment of Renewal Fees once Patent is Granted is in BEML Account.

3. PROCEDURE FOR SUBMISSION OF BIDS:

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

This Tender consisting of

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

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)

PART A – PRE-QUALIFICATION BID

I. 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 **53,460/-**.

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

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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. 53,460/-** (Rupees Fifty three Thousand four hundred and sixty only) drawn in favour of BEML Ltd, Bangalore payable at Bangalore.

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

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

- iii. **Bid Guarantee Form:** An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 60 days from the date of opening of 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.

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

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300037808 dtd 27.07.2022, Closing date 20.08.2022 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 firm shall be printed or written legibly on the left hand bottom corner of the envelope.

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

The General Manager,

Corporate Materials.

BEML LTD,

BEML SOUDHA,

23/1, 4th Main, S.R. Nagar,

Bangalore – 560 027

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

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

- v. **As submission of physical copy of the following documents is not possible, then bidder has to upload the scanned copy of the documents in c-folder**
- a) Valid EMD Exemption certificate OR
 - b) Bid Guarantee Form : the Bank Guarantee will vetted by Bank after bid opening. If bank don't not certify then the bid will be liable for rejection.

If any bidder not uploaded the above documents in c-folder along with technical bids or not received manually on or before bid closing date & time, then their bid will be liable for rejection

Please note that the original Bid Guarantee Form (BG) should reach us within 7 days from date of opening of tender otherwise their bid will be liable for rejection

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

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

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

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

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids & you may contact BEML SRM Team on phone no. 080-22963269

In case of any queries relating to bid submission, you may send the same by e-mail to smcm@beml.co.in & copy to qic@beml.co.in

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

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

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General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than **53,460/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified firm's will be returned.
- e) EMD of unsuccessful firms will be returned after finalization of the contract and the EMD of successful firm will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date at 15:00 hrs in presence of firms who wish to be present.
- j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

3. Return of Earnest Money Deposit (EMD) :

- a) EMD of unsuccessful firm will be returned after finalisation of contract. The deposit towards EMD shall not carry any interest.
- b) The successful Firm shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 3% of the Contract value (without taxes) within 30 days after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

4. Forfeiture of Earnest Money Deposit (EMD)

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

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

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

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

The Firm should have the following minimum qualifications for undertaking services for Drafting & Filing of Intellectual Property Rights (IPR) i.e. Patents.

Firms having exposure to Engineering & Manufacturing industries will be preferred. The firm shall have on their rolls qualified patent agents as well as technical personnel having Engineering background.

The price bid will be opened only for those firms who meet the qualifying requirement.

Please upload the following documents in the C- Folder in the system as part of Technical Bid.

Ref. No. 1 to 5 are mandatory terms. If firm is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.

However details for remaining non mandatory clauses (Sl no. 6 to 9) also to be uploaded. In case any document / clarification required for these non-mandatory clauses, the same shall be asked from the firms.

Ref. No.	Particulars	Details to be uploaded by Service Provider
MANDATORY CLAUSES (Ref. No. 1 TO 5)		
1	Firm/Company should have min. 5 years exp. in providing IPR (Related to Patent only) services in India (certification of incorporation to be attached). (Note: Individual experience will not be considered)	Attach Certificate of Incorporation/ Registered Partnership Deed/ Article of association applicable based of type nature of company:
2	Min. 100 Patents filed & at least 10 Patent Granted from 01-07-2019 to 30-06-2022 to be provided as per Annexure-1 & Annexure-2	Details to be uploaded in the C- folder.
3	An Undertaking has to be uploaded by the firms stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – B to be uploaded in the C- folder.
4	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – C to be signed and uploaded in the C- folder.
5	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure – D to be uploaded in the C- folder.

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NON MANDATORY CLAUSES (6 TO 9)		
6	Brief Details about the Firm	Please upload filled-in format as per Annexure – E in C- folder
7	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2019-20 , 2020-21 & 2021-22) should be minimum Rs. 8 Lakh	2019-20 Rs. 2020-21 Rs. 2021-22 Rs. Audited copies of Profit & Loss account balance sheet for three financial years OR CA Report shall be uploaded in the C- folder.
8	The firm/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
9	Technical Compliance Sheet	Annexure – F to be filled, signed and uploaded in the C- folder.

Note:

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

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

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

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

Please enter the prices in item data in the system against each item. Tax details or any other commercial details may be entered under firm's remarks against each item.

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

Firm has to quote for all the line items in BEML SRM. Partial quote from any firm then their bid will not be considered for further evaluation.

L1 will be arrived on lowest quote received on total package basis i.e. Sum item no 1 to item sl no 17 (As per **Annexure - G**).

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

4. OTHER TERMS & CONDITIONS OF TENDER:

- a. Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid
- b. Award of Contract:** The contract will be awarded to the Firm whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
- c. Contract Duration:**—*5 years from the date of PO considering the fact that grant of each IPR may takes 4-5 years.*
- d. Payment Terms:**
 - i. 100% Payments will be made on 30th day for MSEs & for others on 60th day on successful completion of a specific task as per Scope of work and on receipt of Invoice from firm and based on the certification of BEML. For firms not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of price bids. No advance will be paid by BEML.
 - ii. For Timely payments, the concerned purchase/ finance department at BEML Divisions will communicate to the supplier within 7 days from the date of receipt of Invoice for processing, may seek clarification / missing documents required. Similarly suppliers are also required to reply for all clarification / submit all missing documents within 7 days from the date of receipt of communication.
- e.** The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

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f. Performance Bank Guarantee

- i. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Firm shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any scheduled commercial bank authorized by RBI for an amount of 3% of the Contract value (without taxes) as per format enclosed at **Annexure - H**.
- ii. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

g. Payment of Renewal Fees: Payment of renewal fees to patent office every year will be handled by BEML once the patent is granted.

h. Government Fee: Govt. Fees like Application Fee , Request for Examination, Reply to First Examination Report (FER) & any other miscellaneous fees to be paid by the firm. BEML Ltd will reimburse Govt. fees subject to the submission of original receipt of the actual paid.

i. Price Variation Clause: The rates quoted by the Firm shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Firm for any reason what so ever.

j. Liability / Accident: The Firm shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

k. Security: The Firm shall not disclose any information pertaining to BEML.

l. Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the firm risk and cost apart from recovery/en-cash of EMD.

m. There can be only 1 set of bids from each Firm

n. 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 EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

o. Liquidated Damaged (LD): If the supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay at the rate of 0.5% per week (7 days) and part thereof ,subject to maximum of 5% of the value of the delayed portion of the purchase order. GST at applicable rates shall be charged extra on the liquidated damages recovered.

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5. GENERAL TERMS & CONDITIONS:

1. ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

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

2. JURISDICTION:

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

3. FORCE MAJEURE CLAUSE:

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

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

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

4. APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

5. INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

6. BRIBES AND GIFTS:

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

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7. DRAWINGS AND DOCUMENTS:

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

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

8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

9. DURING ARBITRATION:

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

10. PROGRESS REPORT:

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

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

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

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

Phone: 080-22963179 / 22963315

12. NON-WAIVER OF DEFAULTS:

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

13. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

14. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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Annexure-2

List of 10 Patent Grants received during 01-07-2019 to 30-06-2022

Sl No.	Title of Invention	Patent Application No.	Date of Filing	Patent No.	Patent Grant Dt.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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Annexure - A

BID GUARANTEE FORMAT

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:date----
----- M/s..... herein after called
the Firm, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for
.....
.....

As an irrevocable Bank Guarantee against Bid Guarantee amount of
Rs.....(In words
and figures) valid for days from..... is
required to be submitted by the Firm as a condition for participation in the said bid, which
amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the
withdrawal or revision of toe offer by the Firm as a condition within the validity period. (2) Non-
acceptance of the 'Letter of Intent / Purchase Order' by the firm when issued within the validity
period. (3) Failure to furnish the valid contract performance guarantee by the firm within one
month from the receipt of the Purchase Order and (4) on the happening of any contingencies
mentioned in the bid documents.

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We, theBank at.....

having our Head office at(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to
(This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....
..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)
WITNESS

(Signature)
Name in (Block letters)

Designation
(Staff No.)
(Bank's common Seal)
Official address

Attorney as per power of Attorney No
Date:

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

Annexure - B

Undertaking

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

Dear Sir,

Having examined the Bid Invitation No. **6300037808 dtd 27.07.2022**, 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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

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Phone: 080-22963179 / 22963315

Ref: 6300037808 dtd 27.07.2022

ANNEXURE - C

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

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

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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: _____

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Ref: 6300037808 dtd 27.07.2022

Annexure – D

UNDERTAKING

- a. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Phone: 080-22963179 / 22963315

Ref: 6300037808 dtd 27.07.2022**Annexure - E****DETAILS TO BE FILLED/ UPLOADED BY THE FIRM**

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Ref: 6300037808 dtd 27.07.2022

Annexure - F

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

Ref. No.	Particulars	Details to be uploaded by Service Provider	Complied [Yes / No]
MANDATORY CLAUSES (Ref. No. 1 TO 5)			
1	Firm/Company should have min. 5 years exp. in providing IPR (Related to Patent only) services in India (certification of incorporation to be attached). (Note: Individual experience will not be considered)	Attach Certificate of Incorporation / Registered Partnership Deed / Article of association applicable based of type nature of company:	
2	Min. 100 Patents filed & atleast 10 Patent Granted from 01-07-2019 to 30-06-2022 to be filled as per Annexure-1 & Annexure-2	Details to be uploaded in the C- folder.	
3	An Undertaking has to be uploaded by the firms stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – B to be uploaded in the C- folder.	
4	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – C to be signed and uploaded in the C- folder.	
5	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure – D to be uploaded in the C- folder.	

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NON MANDATORY CLAUSES (6 TO 9)			
Ref. No.	Particulars	Details to be uploaded by Service Provider	Complied [Yes / No]
6	Brief Details about the Firm	Please upload filled-in format as per Annexure – E in C- folder	
7	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2019-20 , 2020-21 & 2021-22) should be minimum Rs. 8 Lakh	2019-20 Rs. 2020-21 Rs. 2021-22 Rs. Audited copies of Profit & Loss account balance sheet for three financial years OR CA Report shall be uploaded in the C- folder. Note: If the audited balance sheet for the FY 2021-22 is under audit, then provisional balance sheet to be provided otherwise the average annual turnover during the previous three years shall be considered for evaluation i.e. 2018-19, 2019-20, 2020-21	
8	The firm/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate	
9	Technical Compliance Sheet	Annexure – F to be filled, signed and uploaded in the C- folder.	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

Phone: 080-22963179 / 22963315

Ref: 6300037808 dtd 27.07.2022**Annexure - G****FORMAT FOR PRICE BID (IN E-MODE):**

Slno	Description	Quote (in Rs.)
1	Prior art search report for novelty, inventiveness and utility	Unit Rates / per Job rates to be entered in the Item Data in SRM System only.
2	Drafting & filing of provisional specification	
3	Drafting & filing of Complete specification (after filing provisional specification)	
4	Drafting and filing Complete Application	
5	Filing Examination Request	
6	Filing statements and undertakings	
7	Request for early publication	
8	Attending to objections during examination (for each examination report)	
9	Amendment of patent specification (replies to First Examination Report (FER))	
10	Attending Hearing	
11	Preparing and filing pre-grant opposition	
12	Preparing and filing post -grant opposition	
13	Preparing and filing counter –statement to opposition	
14	Defending against an opposition	
15	Grant Fee	
16	Filing statements and undertakings.	
17	Filing extension of time	

Note: Govt. Fees like Application Fee, Request for Examination, Reply to First Examination Report (FER) & any other miscellaneous fees to be paid by the firm. BEML Ltd will reimburse Govt. fees subject to the submission of original receipt of the actual paid.

All Bond Paper Charges, Photocopying Charges and other Expenses while Filing is in Firm Account.

Payment of Renewal Fees once Patent is Granted is in BEML Account.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

Phone: 080-22963179 / 22963315

Ref: 6300037808 dtd 27.07.2022

Annexure - H

FORMAT OF PERFORMANCE BANK GUARANTEE

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

The General Manager (...)

BEML Limited

.....
.....
.....

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

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

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

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

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

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

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

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

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

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

This Guarantee will remain valid for a period of 90 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

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

Date :

Place :

BEML LIMITED

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

Phone: 080-22963179 / 22963315

Annexure - I

CONFIDENTIALITY AGREEMENT

(To be executed on Rs. 200 Stamp paper)

This Confidentiality Agreement is made and entered into between M/s BEML Limited, (hereinafter referred to as BEML), a Govt. of India Undertaking under Ministry of Defence, having its Registered Office at BEML Soudha, No.23/1, 4th Main, Sampangirama Nagar, Bangalore – 560 027 and M/s. XXX (address). M/s. BEML, has been patronizing M/s. XXX for components/ spares listed in Annexure hereto. A need has been felt to revitalize the business relationship for mutual advantage.

1. It is mutually, therefore, agreed that the following shall form part of the terms and conditions for continued business:

- a. The supplier shall not divulge to anyone else except under the Authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order: -----/ Drawings etc., released.
 - b. The supplier shall not supply the components / spares exclusively manufactured for BEML Limited with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
 - c. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
 - d. ARBITRATION: In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a Sole to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings of Arbitration and Conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Contract.
2. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach.
3. The Signatories hereto declare that they have the sanction and power to execute and deliver this binding agreement.

Business Purpose:

Confidential information pertaining to all new patent applications filed by BEML.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Confidentiality Agreement on written in the presence of

Witness.

For **BEML Limited**

For **Firm**

WITNESS:

WITNESS:

1.

1.

2.

2.

List of Items: All new IPRs applications.