



BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)

“BEML SOUDHA”, 23/1, 4th Main, S. R. Nagar,

BANGALORE – 560 027

Phone: 080 – 2296 3179, email : smcm@beml.co.in

CM/6300038137/2022

Date: 16.11.2022

TENDER NOTICE

Sub: Request for Quotation for supply of Medicines

Tender Closing Date & Time: 05.12.2022 at 14.00 hrs

BEML LIMITED invites tender through e-mode in three bid system (**Pre-Qualification Bid** – through manual mode, **Technical Bid** and **Price bid** in e-mode through BEML SRM platform) for supply of Medicines to BEML Bangalore Complex, KGF Complex, Mysore Complex and Corporate Office on long term basis for a period of ONE year in accordance with the enclosed terms and conditions within the due date and time mentioned above.

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be uploaded at our website / SRM Portal/ CPP Portal.

Assistant General Manager
Corporate Materials

TABLE OF CONTENTS

Sl No.	Description	Page nos.
1	Tender Notice	1
2	Table of Contents	2
3	Part A – Pre –Qualification Bid	3 ~ 4
4	Return of EMD & Forfeiture of EMD	5
5	Part B – Technical Bid	6 ~ 8
6	Part C - Price Bid	8
7	Terms & Conditions of the tender	9 ~ 13
8	Annexure – A : Bid Guarantee Form	14 ~ 15
9	Annexure - B : Bidders details	16
10	Annexure - C : Declaration (GMP)	17
11	Annexure -D: Undertaking	18
12	Annexure - E : Acceptance of Terms & Conditions	19
13	Annexure - F : Declaration	20
14	Annexure – G : GST terms & Conditions	21 ~ 22
15	Annexure – H : Compliance Sheet	23 ~ 24
16	Annexure –I : Performance Bank Guarantee format	25 ~ 26
17	Annexure – J : Agreement format	27
18	Annexure – I & II : List of Medicines for procurement – in Excel format	

This tender is designated as the tender for supply of Medicine to BEML Bangalore Complex, KGF complex, Mysore complex and Corporate Office on long term basis for a period of ONE year commencing from the date of award of contract.

1. The tender consists of three parts : -

- Part A: Pre-Qualification Bid – to be submitted manually.
- Part B: Technical Bid – through e-mode on BEML SRM platform
- Part C: Price Bid - through e-mode on BEML SRM platform

2. **PART A** – PRE-QUALIFICATION BID

I. The EMD amount can be submitted in either way as detailed below:

a) 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 25,000/-.

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

b) Payment of EMD amount through DD / Banker’s Cheque

EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 25,000/-** (Rupees Twenty Five Thousand only) drawn in favor 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	

c) Payment of EMD through 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 + 45 days (i.e. 165 days) from the date of opening of Tender

- d) 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 (i.e. Bank Guarantee as per Annexure - A) and Integrity Pact (Annexure – B along with Enclosure to Annexure - B) shall be submitted in **Sealed envelope** duly super-scribing the **Bid Invitation No. 6300038137 dtd 16.11.2022 , Closing date 05.12.2022 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.

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
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.

- e) **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.

The Bidders who have not submitted/uploaded **”EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee form) by the closing date & time of the tender will be liable for rejection.** Also bid submitted with EMD in the form other than Demand Draft / Banker's Cheques will be rejected straightway. Requests will NOT be entertained for late receipts

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate / Bid Guarantee form in-time will not be considered.
- b) EMD lesser than Rs.25,000/- will not be accepted and the quotation is liable to be rejected.
- c) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- d) EMD does not carry any interest on return.
- e) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- f) 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.
- g) 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 technical disqualified bidder's will be returned.
- b) EMD of unsuccessful bidder will be returned after finalisation of contract & within 30 days. The deposit towards EMD shall not carry any interest.
- c) The successful Bidder 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 10% of the Contract value (without taxes) within 15 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 bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder 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 bidder after award of contract and before submission of Performance Bank Guarantee.
- e) In case of failure to execute the agreement.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender. No corrections/ revisions will be entertained after the closing date and time of tender. All entries in the tender document shall be in English either typed or written legibly.

5. **PART B: TECHNICAL BID - through e-mode on BEML SRM platform**

The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document. Please upload all the technical documents in the C- Folder in the BEML SRM system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid. In case price details are found in technical bid, the bid shall be rejected.

Only manufacturers should quote through e-mode & BEML will not accept authorizing any of its dealers to quote on behalf of manufacturer.

All the documents / details mentioned in Sl no. 1 to 11 to be uploaded. In case any document / clarification required for these clauses by Technical Evaluation Committee, the same shall be asked from the bidders.

The following Documents/ details to be furnished / uploaded (To be filled by Bidder and to be uploaded in the C- folder of BEML SRM System along with relevant documents)

Slno	Particulars	To be filled and documents to be uploaded wherever required
1	Brief Details about the Bidder	Please upload filled-in format as per Annexure - B in collaboration folder
2	Good Manufacturing Practices Certificate (GMP) a) Declaration in the format given in Annexure –C . b) Upload valid GMP Certificate Issued by the Licensing Authority c) In case of Importer should upload the WHO (World Health Organization) GMP	a) Upload declaration in the format given in Annexure - C declaring that the bidders complies the requirements of GMP. b) Upload valid GMP Certificate Issued by the Licensing Authority c) upload the WHO (World Health Organization) GMP
3	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Upload Valid Drugs Controller Certificate for Manufacturing & Marketing Medicines & Drugs.
4	Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during last three consecutive years	Upload valid Non-conviction Certificate
5	An Undertaking by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Upload Undertaking document as per the format Annexure – D
6	Acceptance of all the tender terms and conditions of the tender.	Upload document as per the format Annexure – E .

Sno	Particulars	To be filled and documents to be uploaded wherever required
7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years.	Upload document as per the format Annexure – F.
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – G.
9	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year should be minimum Rs. 100 Lakhs	2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Audited copies of Profit & Loss account balance sheet for three financial years OR CA Report shall be uploaded in the C-folder.
10	The bidder/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
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – H

Note:

1. Technical bid will be opened first subject to receipt of EMD /Exemption Certificate for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected. Relevant documents are to be meticulously uploaded by the bidder
3. 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.
4. BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above or missing documents by the bidder/s at any point of time during finalization of the contract.

6. PART C: PRICE BID through e-mode on BEML SRM platform

Price bid of only technically qualified firms will be open for further evaluation.

Price Bid to be submitted through e-mode on or before due date and time mentioned above. The Unit Rates quoted shall be net landed price as explained below:-

- i. Please quote the Rates (all inclusive) against the respective items in 'Item Data' in the BEML SRM system only against the respective items provided therein.
- ii. **The unit rates quoted should be in line with the rates applicable to all Govt. hospitals and Institutions and should be a net landed price i.e. inclusive of Excise Duty/Cess, Custom Duty, Transportation, Packing & forwarding charges, Insurance and GST etc. on FOR Destination basis.**
- iii. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. However, SRM platform enables the bidder to alter the **Price unit** and any of such changes then bidder shall invariably substantiate / clarify by way of note in the notes column.
- iv. The bidders shall quote the rates in Rupees and Paisa (in 2 decimal) as per column "**Unit measurement for quoting**" mentioned in "**Annexure – I & Annexure - II to Bid Invitation number 6300038137**". If the rate to be quoted exceeds two decimals (say 0.123...), then bidder can change the Price unit(as shown in screenshot) to any number (like 10's,100's,1000's as case may be), whenever 3rd, 4th & 5th decimal digits are required for quoting. so that the decimals remain in two digits.

mySAP SRM
Welcome

Process Bid
Vendor Payment Tracking
Alerts

Ready.....

Process Bid
[Submit] [Hold] [Delete] [Check] [Refresh] [Output Preview] [Back to Initial Screen](#)

Public Tender: Name [] Number []

General Data Item Data

Tip: (1) You can enter values directly in the tables and press Subm...
(2) You cannot submit bids directly on items with conditional p...

Display Documents

Item Overview

Find Item

Item	Product Id	Description	Item Category	Product Category	Submitted Quantity	Attachments (buyer/me)	Notes (buyer/me)	Price	Action
1			Services	SERVICES	383	0 / 0	0 / 0	5.625	IN Per 1

Legend: Display item details Change price

- vi. The annual requirement indicated in tender is only the tentative requirement and may increase or decrease. Actual quantity will be ordered on need basis. The rates quoted should not vary with the quantum of the order or the destination.
- vii. **The Price bid evaluation is purely on L1 basis** i.e lowest quote of each item among the item slno (Product).

- viii. **Bidder to fill up the Price Breakup as per Annexure – II in Excel format (Price Breakup format) for the quoted items and shall upload the Excel File under “Notes & Price Attachments”**

Note: Price quoted in SRM will be considered for price evaluation.

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

The date & time of opening of price bid will be conveyed to such bidders. The price bids will be opened in the presence of bidders or their authorized representatives who wish to be present.

7. TERMS & CONDITIONS

- a) **Price Bid Validity:** should be valid for 120 days (one hundred twenty days) from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.
- b) **Payment terms:** 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of items at respective Divisions of BEML i.e. KGF Complex, Bangalore Complex, Mysore Complex
- c) **Supply:** FOR Destination basis at BEML Kolar Gold Fields, Bangalore and Mysore preferably within 15 days from date of receipt of Purchase order. Supply of medicines shall be as per Purchase Order / Indent. Alternate Medicines will not be acceptable unless backed by a written communication from BEML.
- d) **Performance Bank Guarantee:** The successful Bidder 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 – J within 15 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.
- e) **Return of Performance Bank Guarantee:** The Performance Bank Guarantee will be returned to the successful bidders after six months of the expiry of contract and upon there being no claim in full or part thereof on the Supplier. Also supplier to submit no claim certificate stating that no claim is pending from BEML
- f) **Encashment of Performance Bank Guarantee by BEML:**
- i. The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
 - ii. If there is any breach of the terms and conditions of the contract on the part of the successful bidder after award of contract.
 - iii. In case of failure to execute the agreement.
 - iv. If the successful bidder fails to supply in accordance with the instructions given by BEML as per the agreed terms.
 - v. The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof

- f) **Agreement:** The successful bidder/s (henceforth referred as Supplier) shall enter into a Contract Agreement on a Rs. 200/- stamp paper within 15 days from the date of issue of letter of Intent with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for one year from the date of awarding the contract and with a provision for extension for a further period upto one year at the same rate, terms & conditions. The draft agreement (as per BEML proforma) to be signed after finalization of the contract – **Annexure - K**.

All expenses for executing the agreement on stamp paper shall be paid by the Supplier entering into agreement.

- g) **Fall Clause:** The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the supplier sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be, during the period, till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the supplier reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer of sale to BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and may be liable for cancellation of the contract as well as encashment of the PBG amount.

- h) Supplied Medicines should have at least 75% of shelf life at the time of receipt at BEML. If the shelf life of the drug supplied is less than the period that is prescribed in the tender condition, then the supplier shall take back the stock supplied at his cost. Items with lower shelf life may be accepted at the discretion of BEML.
- i) In case the Medicines supplied by your firm cannot be used, on account of expiry date, the same has to be replaced free of cost. BEML Divisions will inform the Firms to replace the expired drugs / due for expiry & the same are to be collected by the supplier within 15 days from the date of intimation from BEML. If the rejected / expired drugs are not collected within 30 days from the designated location, BEML reserves the right to scrap such drugs at suppliers risk without any further intimation.
- j) In case any batch of medicines are rejected and is communicated by the drug controller, such medicines, to the extent available at our hospitals should be replaced free of cost immediately.
- k) **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.
- l) **Non-performance Clause / Risk Purchase Clause:-** In case of non performance of the order, BEML will have the right to procure the ordered / balance medicine from open market or through other agencies and the difference in price will be recovered from your pending bills along with LD.

- m) Validity of Rates & Extension of Contract period:** The offered/ finalized prices shall remain valid during tenure of contract unless there is change in statutory levies and with a provision for extension for further period upto one year at the same price, terms & conditions.
- n)** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform ordering authority immediately about such reduction in the contracted prices. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- o) Acceptance / Rejection Procedure: If Goods supplied are not as per finalized brand/ specification indicated in BEML orders the same will be totally rejected.**
- p) BEML Logo:** BEML logo should be printed on bulk supplies
- q)** BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereof.
- r)** The offered/ finalized prices shall remain valid during pendency of contract. BEML's acceptance of the tender at the quoted / finalized rates will be binding on the bidders during the tenure of contract. Unit rate is fixed for one year. BEML have right to increase or decrease quantity. If additional quantities required more than tender qty, should be supplied by firm at finalized unit price in the contract.
- s)** BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- t)** The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business
- u) Bidders are requested to put the page numbers in all the documents which are uploaded in the SRM portal.**
- v) 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.

9. OTHER TERMS & CONDITIONS

i. ARBITRATION:

Applicable for Govt. / PSU Company

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.

Applicable for other than Govt. / PSU Company

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.

Respective Chief Medical Officers of BEML Bangalore Complex/ KGF / Mysore/ Corporate Office will be the deciding authority as regards the satisfactory performance or otherwise of the contract.

Disputes if any, arising between the company and the supplier in connection with this Contract 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 Indian 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. The award of the sole arbitrator shall be final and binding on all the parties.

In case of dispute as regards the satisfactory performance or otherwise of the contract, the decision of the “**Chief Medical Officers**” shall be final and legally binding.

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to “**Chief of respective Division**”, whose decision shall be final and binding on all parties.

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

- ii. **APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the supplier under this contract or any other contract including contracts with other divisions of BEML. Should the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the supplier shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the EMD / security Deposit executed in lieu thereof.
- iii. **FORCE MAJEURE:** Notwithstanding anything contained in the Contract, neither the supplier nor the BEML 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 BEML 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 Service provider or the acts on which the BEML 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 BEML for the supply, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements at a mutually agreed price

- iv. **JURISDICTION:** In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, i.e. at Bangalore and no other court shall have the jurisdiction.

**BID GUARANTEE FORMAT
(in place of EMD amount)**

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:dated
-----M/s..... herein after called
the Bidder, 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 Bidder 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 Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

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 this
.....day 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:

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

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

**DECLARATION
(GMP)**

I/We M/s. _____ represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office at
_____ and its Factory Premises at
_____ do declare that I/We have carefully
read all the conditions of Bid Invitation No **6300038137 dtd 16.11.2022** for supply of Medicines
floated by the BEML Ltd and accepts all conditions of Tender document.

I/We declare that my / our Company possesses the valid license and GMP Certificate as per revised
Schedule - M issued by the Competent Authority and complies and continue to comply with the
conditions laid in Schedule - M of Drugs & Cosmetics Act, 1940 and the Rules made there under.

I/We agree that the Purchaser forfeiting our EMD and blacklisting me/us for a period of 3 years if,
any information furnished by us proved to be false at the time of inspection and not complying the
conditions as per Schedule-M of the said Act.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300038137 dtd 16.11.2022** 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 including Amendments, Clarifications, Corrigendum etc. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions. 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: _____

ACCEPTANCE OF TENDER TERMS AND CONDITIONS**Bidder Name: M/s.** _____

- | | | |
|--|---|---|
| 1. Offer Validity | : | 120 days from date of opening of tender |
| 2. Contract Price Validity | : | One year from date of award of contract |
| 3. Payment | : | 30 days for MSE firms & 60 days for other firms after receipt & acceptance of Medicines at BEML |
| 4. Supply Terms | : | FOR Destination |
| 5. Delivery | : | Within 15 days from date of receipt of Purchase order |
| 6. Risk Purchase Clause | : | Agreed |
| 7. Replacement of Expired drugs | : | Agreed |
| 8. Supply of Medicines with 75% shelf Life | : | Agreed |
| 9. LD Clause | : | Agreed |
| 10. Fall Clause | : | Agreed |
| 11. Supply of Approved Brands only | : | Agreed |
| 12. BEML LOGO on Bulk Supplies | : | Agreed |
| 13. Appropriation | : | Agreed |
| 14. Force Majeure | : | Agreed |
| 15. Arbitration Clause | : | Agreed |
| 16. Jurisdiction Clause | : | Agreed |
| 17. Acceptance of all other tender terms & condition : | | Agreed |

I / We hereby agree to the all other terms & Conditions of tender.**Place:** _____ **(Signature of the Bidder)****Date:** _____ **Bidder's Full name with seal)**

DECLARATION

The General Manager (Corporate Materials),
BEML Limited,
'BEML SOUDHA', 23/1
4th Main, S R Nagar
Bangalore-5600027 India

Reference: Bid Invitation No: **6300038137 dtd 16.11.2022**

Dear Sir,

- 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

Note: If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

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

8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Sl No	Particulars	To be Filled and documents to be To be Filled and documents to be uploaded in PDF format wherever required	Compliance (Yes/No)
1	Brief Details about the Bidder	a) Please upload filled-in format as per Annexure - A in c-folder	
2	Good Manufacturing Practices Certificate (GMP) a) Declaration in the format given in Annexure –C b) Upload valid GMP Certificate Issued by the Licensing Authority c) In case of Importer should upload the WHO (World Health Organization) GMP	a) Please upload filled-in format as per given Annexure - C declaring that the bidders complies the requirements of GMP. b) Upload valid GMP Certificate Issued by the Licensing Authority c) upload the WHO (World Health Organization) GMP	
3	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Upload Valid Drugs Controller Certificate for Manufacturing & Marketing Medicines & Drugs.	
4	Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during last three consecutive years	Upload valid Non-conviction Certificate	
5	An Undertaking by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Please upload filled-in format as as per Annexure – D	
6	Acceptance of all tender terms and conditions	Please upload filled-in format as as per Annexure – E .	

7	<p>The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years</p>	Please upload filled-in format as per Annexure – F.	
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – G.	
9	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year should be minimum Rs. 100 Lakhs	2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Audited copies of Profit & Loss account balance sheet for three financial years OR CA Report shall be uploaded in the C- folder.	
10	<p>The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:</p> <p>iii. PAN Number iv. GST Registration details/ Certificate</p>	Please upload scanned copies of iii. PAN Number iv. GST Registration details/ Certificate	
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – H	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BANK GUARNATEE FOR MEDICINES RATE CONTRACT

Bank Guarantee No.....
Dated
Amount
Valid upto: **xx.xx.xxxx**
Claimupto: **xx.xx.xxxx**

The General Manager (Corporate Materials)
BEML Limited
BEML Soudha, 23/1, 4th main
Sampangirama Nagar
BANGALORE – 560 027

M/s(Name of the Supplier) having their office atand its Registered office at(hereinafter called the Supplier) has entered into an agreement/contract Ref: **Agreement date xxxxxxxx**(hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned supply of medicines on the terms and conditions in the said agreement.

In terms of the said agreement the Supplier 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 Supplier of any of the terms or conditions contained in the said agreement.

(Name of the **BANK-Scheduled Commercial Bank authorized by RBI only**) having its office at has agreed at the request of the Supplier/Supplier 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 Supplier(s) of any of the terms & conditions contained in the said agreement or by reason of the said Supplier’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** 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.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period (Contract period + 6 months) 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 Supplier(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 Supplier(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 Supplier(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 Supplier(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 to xx.xx.xxxx (1 Year + 6 months)** 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 30 months from **xx.xx.xxxx to xx.xx.xxxx** 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 the extended period.

Notwithstanding anything 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** unless extended. Any claim under this Guarantee must be received by us on or **xx.xx.xxxx** or the extended period and if no such claim is received by us within **xx.xx.xxxx** 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:

Ref: CM/

Date: xx.xx.xxxx

AGREEMENT

THIS AGREEMENT made the day of, 20..... Between (Name of purchaser)of (Country of Purchaser) (hereinafter "the Purchaser") of the one part and(Name of bidder) of (City and Country of bidder) (hereinafter called "the Bidder") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Medicines in the tender Bid Invitation No. 6300038137 dtd 16.11.2022 for supply of Medicines and has accepted by the firm for the supply of those goods and services for one year for the sum of(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the Company invited Tenders for supply of Medicines for the period of one year from xx.xx.202x to xx.xx.20xx with agreed rates & other terms and conditions as described in the Annexure - A to BEML Bangalore Complex, KGF, Mysore and Corporate Office vide Tender Enquiry Referred above.

WHEREAS in response to the same, the Bidder has submitted their offer for supply of Medicines tender which has been accepted by the company and after negotiations.

- 2. WHEREAS in this manner the contract has come into existence between the parties in this regard and has been agreed that a formal agreement should be executed between the parties in this regard. That during the period up to xx.xx.20xx the Bidder shall duly and promptly supply Medicines as per terms and conditions of the tender.

This contract shall be in force up to xx.xx.20xx and the contract is subject to agreed rates by the firm as per the enclosure.

Notwithstanding the foregoing, the company shall be at liberty to terminate the contract covered by this agreement, without assigning any reason by giving 15 days notice in writing and also reserves the right to award contract to any other supplier.

All the Tender terms & conditions are as per BIN: 6300038137 dtd 16.11.2022 along with its corrigendum's forms part of this agreement.

For BEML LIMITED

For Firm

(Signature& Seal)

(Signature& Seal)

Witness 1)
2)

Witness 1)
2)