

**BEML LIMITED**

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

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

Phone: 080-22963151 / 179 / 315

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**Tender No: CM/6300038306/2023**

**Date: 01.03.2023**

**TENDER DOCUMENT**

**REQUEST FOR QUOTATION FOR  
RENEWAL OF 161 NOS MICROSOFT 365 BUSINESS BASIC SUBSCRIPTION  
LICENSES FOR A PERIOD OF 10 MONTHS**

**Tender closing date & Time is 10.03.2023 14.00 Hrs**

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

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# **BEML LIMITED**

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

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

Phone: 080-22963151 / 179 / 315

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## **1. INTRODUCTION**

BEML Limited, a leading multi-technology and multi location, 'Mini ratna- Category -1 company under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and Defence Truck & Equipment.

## **2. SCOPE OF WORK**

Firm to renew 161 Nos. Microsoft 365 Business Basic Subscription Licenses for a period of 10 Months from 26.03.2023 till 25.01.2024.

Renewed licenses to be delivered to our current admin account [admin@bemlindia.in](mailto:admin@bemlindia.in).

## **3. PROCEDURE FOR SUBMISSION OF BIDS**

This Tender consisting of

**Part A** Pre-Qualification Bid i.e. Submission of EMD (Through SRM )

**Part B** – Submission of Technical Bid (Through SRM)

**Part C** – Submission of Price Bid (Through SRM)

### **3.1. PART A – PRE-QUALIFICATION BID i.e. submission of EMD**

**The EMD amount of Rs. 4,200/- can be submitted in either way as detailed below:**

As a part of Pre-Qualification process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

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 **as mentioned in tender.**

ii. **Payment of EMD amount through DD / Banker's Cheque**

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EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

- iii. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
- iv. An irrevocable Bank Guarantee for **EMD** 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 from the date of opening of Tender.

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:

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

The above said original Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee and Integrity Pact shall be submitted in **Sealed envelope** duly superscribing as **"PRE-QUALIFICATION BID for RENEWAL OF 161 NOS MICROSOFT 365 BUSINESS BASIC SUBSCRIPTION LICENSES FOR A PERIOD OF 10 MONTHS"** 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 Chief General Manager,  
Corporate Materials.  
BEML LTD,  
BEML SOUDHA,  
23/1, 4<sup>th</sup> Main, S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India**

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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 Bidders who have not submitted **"EMD amount of Rs. 4,200 (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.**

**b.** Please upload all the technical bid documents in SRM portal and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

**c.** Corrigendum regarding the tender if any, will be published in SRM portal, BEML Website only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)

**e.** The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

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

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
  - b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
  - c) EMD lesser than Rs. 4200 will not be accepted and the quotation is liable to be rejected.
  - d) EMD of technical disqualified bidder's will be returned.
  - e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
  - f) EMD does not carry any interest on return.
  - g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
  - h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption), BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
  - i) No responsibility will be taken for postal or non-delivery/non receipt of **Pre-Qualification Bid.**
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- j) The EMD may be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized/ Scheduled / Commercial Banks**

### **Forfeiture of Earnest Money Deposit (EMD)**

- (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- (ii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

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

### **4.2 PART B – Submission of Technical Bid (Through SRM)**

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

<b>Ref. No.</b>	<b>Particulars</b>	<b>Documents required to be uploaded GeM</b>
<b>1</b>	Brief Details about the Firm	Please upload filled-in format as per <b>Annexure - B</b>
<b>2</b>	<b>The Bidder shall be approved/ authorized partners/ Microsoft Licensing Solutions Partner /Retailer / Dealers / Distributors of Microsoft</b>	<b>Valid Microsoft Authorization Letter / Partner Certificate to be uploaded.</b>
<b>3</b>	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the <b>Annexure - C</b>
<b>4</b>	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 <b>Annexure -D</b> to be uploaded
<b>5</b>	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number GST Registration details/ Certificate
<b>6</b>	Special Conditions arising out of implementation of GST Tax Indemnity clause	<b>Annexure - E</b> to be signed and uploaded

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### Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) **BID WILL BE REJECTED, IF ANY DOCUMENTS ARE NOT UPLOADED AS PART OF TECHNICAL BID.**
- (3) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (4) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (5) **PLEASE ENSURE THAT NO PRICE DETAILS ARE MENTIONED IN THE TECHNICAL BID. OFFERS WITH PRICE DETAILS IN PRE-QUALIFICATION BID (UNDER PART A) OR TECHNICAL BID (UNDER PART B) WILL NOT BE CONSIDERED. BID WILL BE REJECTED, IF PRICE BID IS UPLOADED AS PART OF TECHNICAL BID.**
- (6) Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document and Integrity Pact as Pre-qualification bid. If bidder is not submitted any of these (DD or EMD exemption certificate /document and Integrity Pact) as Pre-qualification bid, their technical bid will not be considered for further evaluation.

### 4.3 **PART C – Submission of Price Bid (Through SRM)**

Sl. No.	Description	License Quantity in Nos	Unit price in Rs exclusive of GST
1	Renewal of Microsoft 365 Business Basic Subscription Licenses for a period of 10 Months	161	To be quoted in SRM

Price bid of only technically accepted / qualified offers will be opened subsequently.

Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

### 5. QUERY

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of Office of DTO on or before bid closing date.

**Contact Name & Address:** The following officer can be contacted for any clarifications and / or bid submission:

#### Office of DTO

BEML Limited, BEML Soudha,  
23/1, 4<sup>th</sup> Main, SR Nagar,  
Bengaluru – 560027

Phone: 080-22963141

E-mail id: [anithak@beml.co.in](mailto:anithak@beml.co.in) / [sunnew@beml.co.in](mailto:sunnew@beml.co.in)

copy to [smcm@beml.co.in](mailto:smcm@beml.co.in)

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### **6. OTHER TERMS & CONDITIONS OF TENDER:**

- a. Delivery Schedule:** Service provider should Firm to renew 161 Nos. Microsoft 365 Business Basic Subscription Licenses for a period of 10 Months from 26.03.2023 till 25.01.2024.
- b. Guarantee / Warranty: 10 Months Subscription Licenses.**
- c. Payment terms:** 100% payment on 45<sup>th</sup> day for MSEs and for others on 60<sup>th</sup> day from date of Supply of Licenses duly certified by DT Department.

However if the Bidders not agreeing with BEML standard Payment terms, then their quotations will be suitably loaded with applicable cash credit interest while evaluating the bids.

#### **d. Performance Bank Guarantee**

- a.** Within 30 days of receipt of the Purchase order from the BEML Limited, the successful Bidder shall furnish 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.
- b.** The Performance Bank Guarantee should be valid for a period of 10 months from the date of issue of the same by the Bank.
- e. Award of Contract:** The contract will be awarded to the Bidder 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.
- f. Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.
- g.** BEML Ltd need not necessarily accept the lowest offer.
- h. Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.
- i. Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

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- j. Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD.
- k. Security:** The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML
- l.** Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- m.** Incomplete offers are liable for rejection.
- n.** Offers not confirming to the above terms are liable to be ignored.
- o.** There can be only 1 set of bids from each Bidder.
- p.** BEML reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be liable to be rejected and no correspondence on the same shall be entertained.
- q.** The bidder shall provide all other services not explicitly mentioned herein, but are required by the bidder to full-fill the intended specifications, to make the system operational and to meet the functionality mentioned in the bid.

### **7. GENERAL TERMS & CONDITIONS:**

(i) **ARBITRATION :**

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

**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



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appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

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

(ii) **FORCE MAJEURE CLAUSE:**

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

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

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

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

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

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

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

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the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to-time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:**

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

(vi) **JURISDICTION:**

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

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

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

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

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

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(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

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

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

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

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

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

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

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

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

**Commitment by Purchaser:**

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

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or

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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 - A**

**BID GUARANTEE FORMAT**

Bid Ref: **CM/6300038306/2023**

To,  
BEML LIMITED  
BEML Soudha  
No: 23/7, 4<sup>th</sup> 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 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, the .....Bank at.....

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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:

## BEML LIMITED

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

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

Phone: 080-22963151 / 179 / 315

**Bid Ref: CM/6300038306/2023**

**Annexure - B**

### 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 phone/Mobile number and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account number: -  IFSC Code:  Banker's Name: -  Address: -  Contact Number: -

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

*Signature with date of Authorized signatory*

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

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

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

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**Bid Ref No: CM/6300038306/2023**

**Annexure - C**

**Undertaking**

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

Dear Sir,

Having examined the Bid Invitation/Tender 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: \_\_\_\_\_



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**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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**Annexure-‘E’**

### **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.
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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 dispatch 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:

for M/s.....

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**FORMAT OF PERFORMANCE BANK GUARANTEE**

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

The Asst. General Manager (...)  
BEML Limited  
.....  
.....

M/s .....(Name of the Firm) having their office at .....and 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.

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

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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 6 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 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 (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 :