



BEML LIMITED

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

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TENDER No: 6300038523

Date: 29.08.2023

TENDER DOCUMENTS

**REQUEST FOR PROPOSAL (RFP) FOR IMPARTING IN-HOUSE TRAINING & TRAINING
RELATED SERVICES AT BEML LIMITED FOR A PERIOD OF TWO YEARS
(Extendable for One more Year)**

LAST DATE FOR SUBMISSION OF THE TENDER IS 19.09.2023

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Table of contents

Sl. No	Particulars	Page No
1	General Information	3
2	Bid Submission Process	3
3	Scope of Work, Technical criteria & other terms and conditions	7
4	General Terms and Conditions	11
5	Annexure - A	30
6	Annexure - B	32
7	Annexure - C	33
8	Annexure - D	34
9	Annexure - E	37
10	Annexure - F	38
11	Annexure - G	39
12	Annexure - H	40



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General Information:

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

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

BID SUBMISSION PROCESS

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

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

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

The last date for submission of the bid is on or before 19.09.2023 @ 14.00hrs.

This Tender consisting of three parts:

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

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

Part C – Commercial Bid i.e., Submission of Price Bid (Through e-mode on BEML SRM system)

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

Earnest Money Deposit (EMD): EMD amount of Rs. 50,000 (Rupees fifty thousand only) can be paid on-line or can be submitted in the form of Demand Draft / Banker's Cheque. Online Payment of EMD amount can be made as mentioned below:

i) Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

ii) Read the terms & conditions, tick the acceptance box and click on Proceed.

iii) In 'Select State' dropdown, select All India and click on the Go button.

iv) In 'Select Payment Category', select EMD/ Tender Fee.

v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 50,000/-.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender. Payment of EMD amount through DD / Banker's Cheque:

a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs. 50,000/- (Rupees fifty thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300038523 dated 29.08.2023 Closing date 19.09.2023 Time 14:00 Hrs at the top of the envelope.

The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope. The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Chief General Manager (Corporate Materials)
BEML LIMITED., Room No.2
BEML SOUDHA, 23/1, 4th Main,

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S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

c) Please attach the details duly filled-up for refund of EMD amount as appended below:

DD / Banker's Cheque for EMD:

BANK NAME

BRANCH NAME

CITY

IFSC CODE

ACCOUNT NO

BENEFICIARY NAME

EMD lesser than Rs. 50,000/-will not be accepted and the quotation is liable to be rejected.

d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.

e) EMD does not carry any interest on return.

f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.

h) Tender shall be opened on closing date i.e, 19.09.2023 @ **15.00hrs**

i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption / online payment.

j) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

k) Quotation submitted online without receipt of EMD in-time will not be considered.

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l) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

Note: Successful Bidder is required to submit Performance Bank Guarantee for 3% of tender value drawn in Nationalized Banks/ scheduled Banks valid for 25 months

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

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

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

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

Note:

1. **Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.**
2. **The Bidders must ensure that the documentary proofs to substantiate clauses given in this Tender, without which the bid is liable to be rejected.**
3. **Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.**
4. **Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.**



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

Commercial Bid: Price bid to be submitted as per the format by clicking on **Item Data** tab in SRM. Kindly quote unit rate per item on SRM platform.

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

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

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

1. SCOPE OF WORK:

Preamble:

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

As known, we being in an era of globally open Economies & International competition, which is primarily Technology-driven, competitive edge is secured by developing Products -functionally more powerful & economically in least-time. Training is an important factor to achieve this goal. Training & Development is an on-going process that a company continuously needs in order to adapt, improve and ultimately succeed in this era of competition. In companies today, the role of Corporate Training is integral in ensuring that the workforce is tuned into the organization's goals.

In this journey, BEML is aware of the changes taking place in the Learning space and by this RFP, it seeks to partner with the Progressive Firms/Agencies to carry forward its Training efforts with necessary impact. The salient points of this RFP are as follows:

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- a) Focus on on-Line:** With the Covid-19 Pandemic, BEML has been transitioning to digital training with its impact on costing, time and travel. It has cut down the the Training delivery costs while providing the flexibility & convenience needed in today's fast-paced workforce. Since there are no geographical barriers to on-line learning, assimilation of learners and Trainers across locations are possible.
- b) Comprehensive Training:** This Request for proposal (RFP) has been prepared based on multi-sourced internal/external inputs for example Assessment Development Centre (ADC) Reports, Performance Management System(PMS) Inputs, Business & Strategy needs etc. specially at Corporate level covering various target segments for Training & Development.
- c) Flexibility with on-demand Training :** The RFP is designed to bring-in the needed flexibility in today's fluid Business situations by delivering the on-demand Training & Services to meet the fast-changing business needs which aims to address time-gap between the PMS based Training conduction/ coverage & today's dynamic world's needs, especially with tender/Purchase Order System. Thus, it is critical that based on Business & situational needs, necessary Training Modules are designed on short-notice & the Agency is able to mobilize & deliver the same.

Based on the above, Scope of work is for Regular & Routine Training support Services. The Scope of Work should be read, understood and responded in conjunction with the Annexures and Templates enclosed with this RFP/Bid Document)

Training support Services :

1. BEML will provide its **periodical Training Plans & Programmes** and its related actions areas. Financial would be based on Programme-wise (Annexure H & I) of the RFP
2. Activities mentioned under the **Annexure-I**, may not be always Applicable for every Internal Programme. **Based on its requirements, BEML may choose to execute the activities on its own, partly or fully, Programme to Programme.**

The **Indicative Training Areas including the indicative topics** have been provided in **Annexure - I**, which is divided into 3 categories: Regular Areas, Leadership Areas and New/ Contemporary areas. However, this is indicative, may vary from year to year, during the Contract Period.

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(i) **Regular Areas: (Across all Segments):** It has normally 3 types of Training Programmes, as mentioned below and is mostly based on Annual PMS recommendations:

- Managerial/Behavioural
- Technical/Functional
- Special Programmes

(ii) **Leadership Area (Senior Management):** In-line with the BEML Behavioural Competency Framework (BCF): Annexure - G and ADC & IDP Reports.

(iii) **New / Contemporary areas: (Across segments): Annexure - G, for the indicative topics etc.** This area encompasses various contemporary areas.

3. This Scope Work elaborates various details of the Target Groups, Programme Design & Delivery parameters.

a) BEML has a standard training target of 2.5 Man-days for every Executive and 2 Man-days for every employee every Year. This Tender documents covers the Corporate manpower (Employees and Junior/middle level officers) and senior level Executives across the Company. Employees of Corporate Office= 58, Junior & Middle level Manager: 92, Senior Level Executives across Locations : 620.

(b) The Target Group is divided into 5 broad categories/segments:

- Employees including Supervisory level (E)
- Junior Management Executives (JME)
- Middle Management Executives (MME)
- Senior Management Executives (SME)

Please note:

(i) All training programs to be handled by professionally qualified Trainers / Faculty having requisite skill & experience as indicated in succeeding paras hereby. Faculty profile has to be shared with BEML along with the Technical Tender response. BEML will finalize the list of Faculty from the response depending upon its requirements for the specific Training Programme. Any change has to be approved by BEML in- advance.

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- (ii) **If BEML needs to conduct the Class Room-based Training programs** at KGF, Mysore & Palakkad for Senior Executives the 'TO' and 'FRO' travelling expense will be restricted to reimbursement of II AC train fare or actual expense whichever is less on **ex-Bangalore basis** . No Local conveyance or incidental expenses will be paid or reimbursed for such travel. However, Boarding and Lodging may be provided by BEML at its Guest House, on payment basis, subject to availability.
- (iii) The Firm will be responsible for the Content development, all related training materials and delivery of the training. Agency would be expected to leverage multi-media technology, even for on-line Programmes. The Pre-reading, Programme course materials are to be provided in Soft copy at least 10 days week prior to the commencement of the programme.
- (iv) Pen, pad & folders and other training aids / infrastructure like class room, projector, video/audio etc., will be provided by BEML. **However, for any specific need of Training Aid (like video recording & Playback facilities, Desktops/Laptops with connectivity systems with the requisite software requirements etc.), BEML will ask the Agency to arrange at the optimum cost & quality/specifications basis. Agency needs to ensure the same, which will be subject to reimbursement on production of Actual and authentic bills.**
- (v) **The training content, material developed, and use of training aids etc., for each training program will be prepared in consultation with the authority concerned of BEML Ltd.**

2. ELIGIBILITY CRITERIA/PRE-QUALIFICATION :

- (a) The Bidder shall be the single point of contact for BEML LTD and shall be solely responsible for conducting training program as per the terms and condition of Purchase Order (PO).
- (b) **The following are MANDATORY -Detailed Technical and Quality specifications must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

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i) Experience of Agency

S. No.	Criteria	Technical and Quality specifications	Remarks
(aa)	Previous Experience	Should have conducted 20-25 batches (On line or Class room) may be for different programmes during the each Year of 2020-21, 2021-22, and 2022-23 in at least two (2) organizations having Executives/Employees strength of 2000 & more.	Mandatory
(ab)	Financial (Average turnover in FYs of 2020-21, 2021-22, and 2022-23 (Rs. in Lakhs)	7.5 Lakhs	Mandatory

2(b)(i)(aa): Please provide the details as per point 2(b)(i)(aa) & (ab) as per the table appended below:

Sl No	Name of the Client/ Organization	Total no of Executive s/ Employees Strength (should be 2000 or more in at least two Organizations)	Name of the Programme	No of Participants (Executives)	Date of Conduct & Year of Conduct	No of batches covered	Please upload Purchase Order/Engagement Letter of the Programme (incase not uploaded mention the same)	Please upload Completion Certificate of the programme (incase not uploaded mention the same)
Total No of Batches								

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2(b)(i)(ab) : Please provide the details for point 2(b)(i)(ab) as per the table appended below: The Annual turnover of the Bidder during last three **financial years** (FY : 2020-21, 2021-22, and 2022-23) with supporting document like Audited Balance Sheets etc., are to be furnished as a proof for the same.

Sl No	Description	2020-21 (In INR)	2021-22 (In INR)	2022-23 (In INR)	Average Turn Over/ Profit/Loss of last 03 Financial Years	Please upload the documents (separately for all years)
01	Annual Turn-over as per the Audited Balance Sheet					
02	Profit/ Loss as per the Audited Balance Sheet					
03	Details of Annual Income Tax paid for previous three years i.e., for the period FY-2020-21, 2021-22 & 2022-23	Please upload the Annual IT Returns				

ii) Faculty Profiles:

Sl. No.	Criteria	<u>Technical and Quality specifications</u>		Remarks
1	No. of senior Facilitators / Trainers / Consultants working as full time employees	The Agency must had every year of FY-2020-21, 2021-22 & 2022-23 at least 3 full time Employees with minimum 10-15 years of experience for delivering training for different levels of executives.		Mandatory
2	Agency must have at least 10 Empanelled experienced (Work & Training) Faculty: as Empanelled :	Senior Management	15 years	Mandatory (More Corporate Experience will be preferred)
		Middle Management	10 years	
		Junior Management & Employees	5 years	
3	Qualification (Full time and Empanelled both)	Minimum with Post Graduate Degree.		Mandatory
4	Language	Should have a good fluency and presentation / training skills in English language.		Mandatory

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2(b) ii(1,2,3,4,) – Mandatory – Please provide the details separately wrt all faculty. Supporting document about work Experience/ Trainer experience to be uploaded with individual Faculty Profile & photograph

Sl No	Name of the Faculty /Trainer	Full Time/Empanelled	Qualification	Total no of Experience (Years)		Language fluency (English)	Experience wrt level (Sr /Middle/ Junior level Mgt / Employees)	Upload the Profile(with Photo) & supporting documents
				Year of Experience as a Trainer	Year of Experience other than Trainer			

- (c) The bidding agency must bid for programs specified and shall be conducted by their own Resource Person(s)/ Faculty. The agency may however, tie up with other agencies or external experts for specific programs. **Details of these agencies/ experts shall be disclosed to BEML in the proposal itself.** If no details are provided, it shall be assumed that the agency will use their own in-house resources for the delivery of the programmes mentioned.

Please note that the above Mandatory & detailed Technical and Quality specifications (Sl No 2) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

- (d) Based on the BEML requirements/Job in-hand/Areas, the **Agency is required to provide the detailed CV/Profiles of these Personnel and Experts** as a part of Bid Document. The engagement will be based on the joint decision as per the Quotes and finalized Fees under this Process (Per Hour/Level /Area wise) and based on BEML requirements, time to time.
- (e) IPR & right to use on these areas will remain with BEML.

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3. GENERAL REQUIREMENTS:

- (i) The Training Agency/Bidder/Firm shall furnish the following details:
- Name of the owner(s) of the Firm, address of the Firm and Postal address for correspondence with telephone number, fax and email ID. The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
 - Firm/ Agency / Institution registered details with registration number.
 - Firm/ Agency / Institution Profile along with detailed profile of Faculty.
 - Opening date of the Firm/ Agency / Institution.
 - Service Tax registration Number with date, allotted by tax authorities.
 - TIN/ PAN/GST details of the Firm/ Agency / Institution
 - The participating Firm shall have digital signature to participate in e-tender (e-mode).

Note: Relevant information as prescribed in the various **Annexures** shall be furnished / enclosed in the Technical Bid. **Non-submission of the proof would lead to disqualification.**

(ii) BEML reserves the right to avail the services of the agency for any of the areas either in partial or full and it is not obligatory for BEML to avail all the services. BEML also reserves the right to ask for any additional and related services to be taken care by the agency against the suitable payment on actual, against the bills (Due to any unforeseen Situation)

Note:

- Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.
- 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 and the bid will not be considered if any of the documents is not uploaded.
- 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.
- BEML reserves the right to seek clarification from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- In token of acceptance of all the terms and conditions and scope of work of the tender, you are requested to sign with company seal on all the pages of

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Annexure-A, B, C, D, E, F, G, H, and the same should be scanned and uploaded in the system.

7. Relevant documents to be scanned and uploaded on SRM Platform else your bid will be rejected

(iii) RESPONSIBILITIES OF BEML

BEML will provide necessary permissions for entry at work sites and usage of infrastructure, subject to approval.

(iv) PAYMENT TERMS

- a) No advance payment shall be made.
- b) Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- c) All Payments shall be made in Indian Rupees only.
- d) The payment will be made within 60 days on completion of each Training Programme subject to submission of invoice & co-ordination by user department as enumerated in this RFP.**

(v) TIME SCHEDULE :

The time schedule of the activities will be as indicated by BEML in the contract, which has to be mutually agreed upon and shall be strictly adhered to.

(vi) CONTRACT PERIOD / VALIDITY

Contract period is for 2 (two) years starting from the date of release of purchase order. Further extendable for a period of one year at the same terms & conditions, subject to satisfactory Performance.

BEML Ltd., reserves the right to terminate the contract at any time by giving a minimum of one month notice in the event of party's failure to deliver quality and timely services.

The rates quoted/finalized will be valid for the entire period of 2 (two) years of contract period (from the date of purchase order) and for the extended period of one year.

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(vii) RISK PURCHASE CLAUSE:

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

(viii) CONFIDENTIALITY:

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

GENERAL TERMS & CONDITIONS:

1. DEFINITIONS & INTERPRETATIONS:

- 1.1 The Purchaser' means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 'Bidding Organization' means Organization / Agency / Company etc. with whom the order for execution of this assignment is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 "Tender" means and includes quotation, invitation to tender and all other documents like specifications, Annexure etc that form part of this tender document.
- 1.5 "Acceptance of Tender" means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.

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- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, Scope of work, Annexures as enclosed and other condition specified in the acceptance of tenders and if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Words in singular include the plural & vice-versa.
- 1.8 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any agency , company or associations or body of individuals whether incorporated or not.
- 1.9 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

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

- 2.1 The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender
- 2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER:** Tender is in TWO-BID system. (Technical Bid & Commercial Bid)
- 2.3 Bids should be submitted online in BEML SRM e-Procurement platform only. Bidders should have a valid Class III Digital Signature Certificate issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system. Interested bidders can contact us through email: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

OTHER INSTRUCTIONS

3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:

- a) The agency should submit their Bids through E-mode in BEML SRM Portal only.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the SRM Portal as Technical Bid.
- c) If the bidder has not provided the document which is specified their offer is liable for rejection.

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

- d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.
- e) Technical Bid will be opened on (date and time of bid opening) and the commercial Bid of that bidder whose technical bid is accepted only will be opened later.

4.0 **INSTRUCTION FOR SUBMISSION OF PRICE BID:**

- a) The agency should submit their Bids through E-mode in BEML SRM Portal only. Please quote the price details in the 'Price Conditions' column in SRM portal against the respective item.
 - b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
 - c) Only GST registered vendor needs to quote. Agency has to update registered GST details in BEML SRM website to submit quotation (non-local vendors).
- 4.1 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 4.2 BEML reserves its right to reject any incomplete bid submitted.
- 4.3 The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original Tender Document only at BEML website/ SRM Portal**, Validity of bids submitted shall be deemed to be extended accordingly.
- 4.4 BEML may decide to scrap the tender/re-float the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 4.5 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of 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.

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- 4.6 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- 4.7 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 4.8 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
- 4.9 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 4.10 The Notice Inviting Tender is not an offer or a contract.
- 4.11 Proposals become BEML's property.
- 4.12 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.13 BEML is not obligated to contract for any of the services described in the Notice Inviting Tender
- 4.14 BEML's decision is final for Evaluation of the offers.
- 4.15 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.16 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 4.17 In case any person/persons, Company, agency , Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's **orders are not eligible** to participate in this tender.
- 4.18 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

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- 4.19 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.20 Late / Un-Solicited offers will be rejected.
- 4.21 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 4.22 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.23 We request you to submit your lowest non-negotiable best competitive price.
- 4.24 The quoted prices should be agency and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
- 4.25 No representation would be entertained on any error(s) if found in the Tender Documents. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

5.0. PRICE BID VALIDITY: The Bid should be valid for 180 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

6.0 The Bidding Organization shall furnish the details as per the Annexure-A to J with the supporting documents in the Technical Bid. Non-submission of the proof would lead to disqualification.

7.0 Evaluation of Bids

8.0 PRE-BID MEETING

A pre-bid meeting will be conducted on-line at Corporate Office @ 11.00 AM. **on 06.09.2023**. Interested bidders shall confirm their participation well in-advance. Queries of the firms (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Asst. General Manager, Corporate Materials (purchase@purchae.beml.co.in) to reach us on or before **04.09.2023** by 2.00 pm.

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9.0 DIGITAL SIGNATURE

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

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

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

10.0 SERVICE EFFECTIVENESS & TIMELY DELIVERY:

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

11.0 PENALTY / LIQUIDATED DAMAGES (LD):

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

If such cancellation/postponement is of 6 days before the commencement of the Activity by the Bidder organization and less, 25% of professional fee of the particular Training program/Activities will be recovered from the Agency.

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

12.0 AUTHORITY OF PERSONS SIGNING DOCUMENT:

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

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13.0 Evaluation of Tenders:

- 13.1 Bids are opened on the stipulated due date and time mentioned in the tender.
- 13.2 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.
- 13.3 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 13.4 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.
- 13.5 BEML reserves its right to reject any incomplete bid submitted.
- 13.6 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.
- 13.7 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

14.0. FIRM PRICE:

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

15. 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.

16.0. SECURITY DEPOSIT / PERFORMANCE GUARANTEE (if applicable)

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

- (i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and

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warranty (CBG) clause for 3% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.

- (ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.
- (iii) A bank guarantee for a nominal amount of 3% of the tender value must be obtained from each Sub-contractor valid for a year, on yearly basis

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

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

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

17.0 PRICE, INVOICING AND PAYMENT:

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

18.0 VALIDITY PERIOD :

The Purchase Order is valid for a maximum period for 2 years (24 months) and further extendable for a period of One year (12 months) (at the same terms & conditions, subject to satisfactory Performance) from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

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

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

21.0 APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

22.0. INTELLECTUAL PROPERTY RIGHTS:

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

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

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Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

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

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

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

26. BRIBES AND GIFTS:

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

27.0 JURISDICTION:

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

28.0. ARBITRATION:

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator

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to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

29.0. FORCE MAJEURE CLAUSE:

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

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

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

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

30.0 NON DISCLOSURE AND INFORMATION OBLIGATIONS:

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

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31.0 FALL CLAUSE:

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

32.0 TERMINATION OF CONTRACT:

- a) BEML LTD may at any time terminate the contract, if the Bidder is unable to provide the training services as per the contract. In such cases, if any amount is due to the Bidder on account of the training conducted by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to conduct the training program has been made at the Bidder's cost and risk. The selected Bidder/s will give at least three months' notice prior to discontinuing the service.
- b) BEML LTD may at any time terminate the Contract by giving written notice to the selected Organization/ Institution, without compensation to the selected Organization/Institution, if the selected Organization/ Institution becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BEML LTD.
- c) BEML LTD may by written notice sent to the selected Organization/ Institution, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for BEML LTD's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. BEML LTD reserves the right to elect :
 - i.to have any portion completed at the purchase order and/or the Contract terms and prices; and/or;
 - ii.to cancel the remainder and pay to the selected Organization / Agency / Institution, an agreed amount for partially completed Services.

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33.0 DURING ARBITRATION:

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

35.0 NON-WAIVER OF DEFAULTS:

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

36.0 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

37.0 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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

38.0 SECRECY:

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he



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shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

- b)** The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c)** BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

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TENDER No: 6300038523

**Annexure –‘A’
Date: 29.08.2023**

DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

PART- I

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

Sl. No.	Description	Details (To upload Documentary proof)
1	Name of the Organization	
2	Name of the owner of the Organization. The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished together with their contact number.	
3	Address of the Organization with E-mail ID	
4	Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID.	
5	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
6	TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode).	
7	Bank account numbers with Banker's Name, Address & Contact Number:	Bank Account Number : Bank Name : IFSC Code: Address :
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices)	



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NOTE :

1. Please ensure to provide the Proper INDEX Page (Point wise as per Annexure-A)
2. Each page must have the Page Nos. with Seal & Signature.
3. All Attachments should be uploaded as per the point wise sequence with page no. under Annexure-A.
- 4. MANDATORY -Detailed Technical and Quality specifications (Sl.No.1 to 8) must be fulfilled by the agency. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

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

Signature with date of Authorized signatory:

Name	
Designation	
Agency 's Seal	
Date	
Place	



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TENDER No: 6300038523

Date: 29.08.2023

Annexure - B

UNDERTAKING

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

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

Name	
Designation	
Agency 's Seal	
Date	
Place	



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Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TENDER No: 6300038523

Date: 29.08.2023

Annexure - C

Undertaking

To:

The Chief General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300038523 dated 29.08.2023 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Name	
Designation	
Agency 's Seal	
Date	
Place	

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Annexure-‘D’

**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.

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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.

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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

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Annexure- 'E'

Details regarding conduction of Training program

(I) SEGMENT: TARGET GROUP WITH TRAINING MANDAYS 2023-25 (UNDER CORPORATE OFFICE)

Mode of Training will be decided by the BEML Needs, /Other factors/Topics etc.

<i>Segment</i>	<i>Locations</i>	<i><u>Mode of Training Delivery : Class Room</u></i> Max 25-30 Participants based on Topic & Target segment. Each Day 9:30 AM to 04:30 PM with half hour lunch break	<i><u>Mode of Training Delivery : On-Line</u></i> Max 25-30 Participants based on Topic & Target segment. Each Day 9:30 AM to 04:30 PM with half hour lunch break
Employee including Supervisory level	Under Corporate Office.	Class Room at BEML Corporate Office, Bangalore	Not Applicable
Junior Management executives: Asst Managers & Below	Under Corporate Office.	Dual: On-line/ class room/Hybrid on need basis.	Each Day 9:30 AM to 04:30 PM with half hour lunch break
Middle Management executives : Senior Managers & Managers	Under Corporate Office.	Dual: On-line/ class room/Hybrid on need basis.	Each Day 9:30 AM to 04:30 PM with half hour lunch break
Senior Management executives : Asst. General Managers to Chief General Managers	Across India: Venue would be Corporate Office-Bangalore, Bangalore Complex, KGF Complex & Mysore Complex	Dual: On-line/ class room/Hybrid on need basis.	Each Day 9:00 AM to 04:00 PM with half hour lunch break

- This is indicative in nature. It may differ year on year, based on various factors including the Company Needs, unforeseen scenario, priorities, fund availability etc.**

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Annexure-'F'

(II)INDICATIVE TRAINING AREAS:

Training Area	Training topics	Pre-training course materials
A. Regular Areas : Across segments :	Behavioural/Managerial Programmes: (Mostly based on Annual PMS recommendations): Communication skills, Negotiation, Creativity, Change Management, Train the trainers, Managerial Skills, Team building, Business awareness, well being programs, Work culture, etc. Technical/Functional Programmes: Costing & Pricing, GST & Taxation, Inventory Management, Contract Management, HR Analytics, Cyber Security, Advanced excel etc. Special Programmes: Six Sigma, TQM, Soft Skills areas	Applicable
B. Leadership areas : Senior Management	In line with BEML Behavioural Competency framework (BCF) – (Annexure - G) and Assessment & IDP and Development Centre (ADC) Reports	Applicable
C. New / Contemporary areas : Across segments	Design Thinking, Various new Technology areas including AI application, IT & Communication area including SAP. This will also include Programmes required to meet the sudden Business/Regulatory body / Government requirements.	Applicable

NB 1: Regular Training Programmes have 3 types:

- Technical/Functional Training related to various functions of the Company
- Behavioural/Managerial Training programmes
- Special Training Programme

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Annexure-'G'

BEML Behavioural Competency Framework

(11 competencies)



Signature with date of Authorized signatory

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Annexure-'H'

Senior Management Executives:

- Training delivery Mode will be based on the BEML Needs, Topic and other Factors.
- Conduction of these Training Programmes may spread over 2023-25 or during the entire span of the Contract Period depending on the BEML Needs. No of batches may vary.
- Training Topics & design under each Programme batch may vary depending upon the exact composition of the participants, however duration will remain constant, based on the delivery mode.

SI No	Indicative Training Programmes	No. of batches (indicative)
1	EFFECTIVE TEAMING/TEAM BUILDING	1
2	EMBRACING CHANGE /CHANGE MANAGEMENT	1
3	PERSONAL CONGRUENCE & EFFECTIVENESS	1
4	PLANNING & DECISION MAKING	1
5	CONFLICT MANAGEMENT & PROBLEM SOLVING	1
6	IDEATION & EFFECTIVE SOLUTIONING	1
7	RISK MANAGEMENT	1
8	DECISION MAKING & PROBLEM SOLVING	1
9	CUSTOMER FOCUS	1
10	INTERVIEWING SKILLS	1
11	NEGOTIATION SKILLS	1
12	COMMUNICATION SKILLS	1
13	CONTRACT MANAGEMENT	1
14	SUPPLY CHAIN MANAGEMENT	1
15	BUSINESS ANALYTICS	1
16	BUSINESS ETIQUETTES	1
17	TRAINING THE TRAINERS	1
18	MENTORING SKILLS	1
19	EVALUATING PERFORMANCE & PROVIDING FEEDBACK	1
20	MANAGING MEETINGS	1

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Middle Management Executives:

SI No	Indicative Training Programme	No. of batches (indicative)
1	NEGOTIATION SKILLS	1
2	LEADERSHIP SKILLS	1
3	EFFECTIVE TEAMING	1
4	CHANGE MANAGEMENT	1
5	CREATIVITY THINKING & PROBLEM SOLVING	1
6	PLANNING & DECISION MAKING	1
7	IDEATION & EFFECTIVE SOLUTIONING	1
8	CUSTOMER FOCUS	1
9	COMMUNICATION SKILLS	1
10	BUSINESS ETIQUETTES	1
11	LEVERAGING IT EFFICIENTY	1
12	WELL BEING PROGRAMME	1

Junior Management Executives:

SI No	Indicative Training Programme	No. of batches (indicative)
1	NEGOTIATION SKILLS	1
2	LEADERSHIP SKILLS	1
3	EFFECTIVE TEAMING	1
4	CHANGE MANAGEMENT	1
5	CUSTOMER FOCUS	1
6	COMMUNICATION & DRAFTING SKILLS	1
7	BUSINESS ETIQUETTES	1
8	LEVERAGING IT EFFICIENTY	1
9	WELL BEING PROGRAMME	1

Employees

SI No	Indicative Training Programme	No. of batches (indicative)
1	DRAFTING SKILLS	1
2	BUSINESS AWARENESS	1
3	WORK ETHICS/WORK CULTURE	1
4	IDEATION & EFFECTIVE SOLUTIONING	1
5	CUSTOMER FOCUS	1
6	UNION LEADERSHIP	1
7	LEVERAGING IT EFFICIENTY	1
8	WELL BEING PROGRAMME	1