



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.

Bid Invitation No.6300038586

Date: 19.10.2023

TENDER NOTICE

REQUEST FOR QUOTATION FOR CONDUCTING ONLINE/OFFLINE TRAINING PROGRAMS FOR MARKETING PERSONNEL

Last date for submission of the bid is 30.10.2023 before 2.00 PM

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



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

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

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of mining, earthmoving, railways and defense truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore and Regional offices and District Offices across India.

1. SCOPE OF WORK:

NIT FOR FINALIZING TRAINING AGENCY – MARKETING DIVISION

The detailed scope of the work is as follows: -

- (i) The Training firm / Agency / Institution shall undertake the program design and delivery/ imparting online training to Senior / Middle/ Junior level Management Executives & Non-Executive cadre personnel of Marketing Division, BEML Ltd having Regional / District Offices scattered all across the country.
- (ii) Batch size: Consisting of 40 persons in a batch for online training programmes and **20 to 25 participants for OFF-LINE** training programmes.
- (iii) The ONLINE training programs are required to be conducted preferably Microsoft Teams/Webex or any other similar type of application).
- (iv) Details of the training programmes to be conducted are as mentioned below, however, BEML Ltd., will have the discretion to add more topics as per the Business needs and the price quoted for the below mentioned training programs per session for each level will be applicable.

Sl.No	Subject	No.of Programmes	Duration	Mode of Training	Remarks
1	Advanced Material Management / Procurement Policy & Inventory Control	03	02 DAYS	On-line	Kindly quote per day
2	Building Emotional Intelligence	02	01 DAY	On-Line	Kindly quote per day
3.	Change Management	02	01 DAY	On-Line / Off-line	Fees to be quoted separately for on-line & off-line Kindly quote per day

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4.	Communication Skills & Office Etiquettes / Managerial / Behavioural Techniques	02	02 DAYS	Off-Line	Kindly quote per day
5.	Cost & Pricing	02	02 DAYS	Off-Line	Kindly quote per day
6.	Crisis & Time Management and Leadership Skill Development	03	02 DAYS	Off-line	Kindly quote per day
7.	Leadership & Team Management	02	01 DAY	On-line / Off-line	Fees to be quoted separately for on-line & off-line
8.	Goal Setting & Strategic Planning	02	01 DAY	On-line	Kindly quote per day
9	Customer Relations Management	04	02 DAYS	Off-line	Kindly quote per day
10	AI Technology	03	01 DAY	Off-line	Kindly quote per day
11	Stores Management / Warehouse Management	04	02 DAYS	Off-line	Kindly quote per day
12	Competitor Analysis	03	01 DAY	Off-line	Kindly quote per day
13	Becoming an Effective Sales Manager and Improving Negotiation Skills	03	01 DAY	Off-line	Kindly quote per day
14	Contract Management and Arbitration.	03	01 DAY	Off-line	Kindly quote per day
15	Safety for service personnel deployed at Mines areas	03	01 DAY	On-line	Kindly quote per day
16	Awareness of Health and Life Style	03	01 DAY	On-line	Kindly quote per day
17	Sexual Harassment (Prevention at Work Place)	01	01 DAY	On-line	Kindly quote per day
18	MS-Office (Advanced EXCEL)	01	02 DAYS	Off-line	Kindly quote per day

Off-line programmes are to be conducted at Bangalore / Kolkata / Pune / Hyderabad.



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Note: Kindly quote per program/day charges in the SRM platform

Terms & Conditions: -

- I. There shall be 02 sessions per day. Each session shall be for a duration of 240 minutes per day including a break.
 - II. All training programs to be handled by professionally qualified Trainers/Faculty having requisite skill and experience as indicated in succeeding paras. Faculty profile has to be shared with BEML well in advance.
 - III. BEML Ltd. will have the discretion on selecting the topics and the same will be intimated to agency 10 days in advance. The training PPT/content should be shared with BEML Ltd at least 3 days in advance through soft copy. BEML Ltd., reserves the rights to request for changes in content if required.
 - IV. No. of faculty for each programme should be limited to maximum of two.
 - V. No additional charges apart from the training cost per session will be paid to the bidder for online / Off-line training.
 - VI. The Firm will be responsible for content development, development of training materials for selected topics and delivery of the training. Pen, pad & folders and other training aids / infrastructure like class room, projector, internet, video/audio etc., for participants alone will be provided by BEML. Training agency has to arrange Laptops, webcam, mic, software and any other infrastructure required for conducting the training for the faculty.
 - VII. No separate charges will be paid to the agency for the applications / software / Platform utilized for conducting online training program.
 - VIII. The training content, material developed, and use of training aids etc., for each training program will be prepared in consultation with the authority of BEML Ltd.
 - IX. The Bidder shall be the single point of contact for BEML LTD and shall be solely responsible for conducting training program as per the tender terms and conditions/contract.
 - X. The contract will be valid for a period of **TWO YEARS** from the commencement of contract extendable for a further period of THREE months with mutual consent.

 - XI. The bidder has to give the brief details about the Firm/Agency.
 - XII. The bidding agency must bid for programs specified and shall be conducted by **their own Resource Person(s)/ Faculty.**
 - XIII. Payment will be made within 30 days from the date of completion of training on user certification. Invoice to be given immediately. Payment will be through RTGS
 - XIV. No. of participants indicated is approximate, and there may be increase /decrease in the no. of participants.
 - XV. BEML Ltd., reserves the right to conduct all the programme or cancel some of them.
- In case of feedback evaluation on effectiveness of training is less than 60%, payment will not be made for that programme and the bidder will be responsible to conduct the training programme again
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TECHNICAL CRITERIA:

Bidder has to qualify technically as per the details below, only firms who are technically qualified will be considered for commercial bid opening. **Commercial Evaluation will be done for each training programme separately and the bidder who have offered lowest price only will be considered.**

SI No	Criteria Details	Preference Criteria	Documents required to be uploaded in Collaboration folder of SRM system for evaluating the Criteria
1	During the last 5 years, the bidder shall have conducted Training programmes in atleast 3 organizations having strength of minimum 300 Executives.	The bidder having conducted 2 or more in-house training programmes in Government / CPSEs will have an added advantage.	(a) Minimum one of the following for each Training programmes: Purchase Order/ Client Certificate/ Contract Agreement The documents submitted as proof should contain the strength of organization. In case of non-availability of the above documentary evidences, a self-certification which includes the strength in the organization where training was imparted may be given by the bidder in this regard.
2	The average annual financial turnover in the last 3 years should be at least Rs. 10 Lakhs.	Last three years annual turnover certificate.	Last three years (2020-21, 2021-22 & 2022-23) Annual turnover certificate issued by chartered accountant.
3	The bidder should meet at least any one of the following Experience in Training Programme during last 5 years ie., FY 2018-19 to 2022-23: <ul style="list-style-type: none"> • 3 POs/Work Order for conducting Similar training program each of Minimum value per annum –Rs.2 Lakhs. • 2 POs/Work Order for conducting Similar training program each of Minimum value per annum –Rs.3 Lakhs. • 1 POs/Work Order for conducting Similar training program for a Minimum value per annum –Rs. 4 Lakhs. 	At least any one of the Experience.	(Minimum one of the following for each Training programmes): Purchase Order/ Work Order/ Client Certificate/ Contract Agreement <i>(The proof submitted should include the value of the programme.)</i>

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4	Bidders shall have minimum 3 senior Facilitators/ Trainers/ Consultants working as full-time employees with at least 7 years of experience for delivering training for different levels of executives. <u>Minimum Qualification of Faculty:</u> Post Graduate <u>Language:</u> The faculty should have a good fluency and presentation/ training skills in English language.	More years of Corporate Experience will be preferred.	Please upload details of these employees/ experts, as Annexure-1 (Format Given) .
5	Banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India will not be considered	----	Undertaking document as per the Annexure-2 (Format Given) to be uploaded.
6	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	----	Undertaking document as per the Annexure-3 (Format Given) to be uploaded.

Important Note: Please ensure that **no price details** are to be mentioned in the technical bid (attachments to the Collaboration Folder. **Offers with price details in technical bid will be rejected.**

5. BID SUBMISSION PROCESS:

You are required to submit bid 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 bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.com/tender_hq.php).

Note: To participate in this e- tender you 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, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141 or email to admin.srm@beml.co.in.

The last date for submission of the bid is on or before 30.10.2023 @ 14.00hrs.



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This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (In manual mode)

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

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

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

Earnest Money Deposit (EMD):

EMD amount of Rs 12,000/- (Rupees twelve thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

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 12,000/-.

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.12,000/-** (Rupees twelve 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 super scribing the **Bid Invitation No. 6300038586 dated 19.10.2023, Closing date 30.10.2023 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.

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:

BANK NAME	
BRANCH NAME	
CITY	



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IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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.1

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar, Bangalore – 560 027

KARNATAKA, India

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

The bidders who have not submitted EMD (form of DD/online/EMD exemption certificate guarantee) before the closing date and time of the tender, then their bid will be rejected straightaway. Also bid submitted with EMD in the form other than Demand Draft/Bankers cheque will be rejected.

Note: Bidder shall ensure that their EMD (DD/EMD exemption certificate/Bid guarantee is to be dispatched well in advance so that it reaches above office before the time and date stipulated. Requests will not be entertained for late receipts.

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

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid class 3 Organization digital signature with signing and encryption issued by authorized certifying authority to submit your bid in our srm e procurement system.

- c) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment 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.

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- c) EMD lesser than Rs. 12,000/- 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 / NSIC certificate,/ MSME Certificate/ Online payment (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 30.10.2023 @ 15:00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

Forfeiture of Earnest Money Deposit:

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

The bidder is requested to carefully go through the terms and conditions of tender before submitting the tender.

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

Please upload the documents in the system as part of **Technical Bid on SRM Platform**.

Bidder has to qualify technically as per the details below, only firms who are technically qualified will be considered for commercial bid opening. **Commercial Evaluation will be done for each training programme separately and the bidder who have offered lowest price only will be considered.**

Sl. No.	Criteria Details	Preference Criteria	Documents required to be uploaded in collaboration folder of SRM System for evaluating the criteria

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1	Brief details of the firm		Please upload filled-in format as per Annexure - A in collaboration folder
2	During the last 5 years, the bidder shall have conducted Training programmes in atleast 3 organizations having strength of minimum 300 Executives.	The bidder having conducted 2 or more in-house training programmes in Government / CPSEs will have an added advantage.	(a) Minimum one of the following for each Training programmes: Purchase Order/ Client Certificate/ Contract Agreement The documents submitted as proof should contain the strength of organization. In case of non-availability of the above documentary evidences, a self-certification which includes the strength in the organization where training was imparted may be given by the bidder in this regard.
3	The average annual financial turnover in the last 3 years should be at least Rs. 6 Lakhs.	Last three years annual turnover certificate.	Last three years (2019-20, 2020-21 & 2021-22) Annual turnover certificate issued by chartered accountant.
4	The bidder should meet at least any one of the following Experience in Training Programme during last 5 years ie., FY 2015-16 to 2019-20: <ul style="list-style-type: none"> • 3 POs/Work Order for conducting Similar training program each of Minimum value per annum –Rs.2 Lakhs. • 2 POs/Work Order for conducting Similar training program each of Minimum value per annum –Rs.3 Lakhs. • 1 POs/Work Order for conducting Similar training program for a Minimum value per annum –Rs. 4 Lakhs. 	At least any one of the Experience.	(Minimum one of the following for each Training programmes): Purchase Order/ Work Order/ Client Certificate/ Contract Agreement <i>(The proof submitted should include the value of the programme.)</i>

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5	Bidders shall have minimum 3 senior Facilitators/ Trainers/ Consultants working as full-time employees with at least 7 years of experience for delivering training for different levels of executives. <u>Minimum Qualification of Faculty:</u> Post Graduate <u>Language:</u> The faculty should have a good fluency and presentation/ training skills in English language.	More years of Corporate Experience will be preferred.	Please upload details of these employees/ experts, as Annexure-1 (Format Given).
6	Banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India will not be considered	----	Undertaking document as per the Annexure-B (Format Given) to be signed uploaded in collaboration folder.
7	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	----	Undertaking document as per the Annexure-c (Format Given) to be signed and uploaded in collaboration folder
8	NIT acceptance Letter		As per Annexure D. (Format Given) to be signed and uploaded in collaboration folder
9	Details of Faculty Trainer		As per Annexure E. (Format Given) to be filled, signed and uploaded in collaboration folder
10	Special conditions arising out of implementation of GST		As per Annexure F. (Format Given) to be signed and uploaded in collaboration folder
11	Technical compliance Sheet		As per Annexure G. (Format Given) to be filled, signed and uploaded in collaboration folder

Important Note: Please ensure that **no price details** are to be mentioned in the technical bid (attachments to the Collaboration Folder). **Offers with price details in technical bid will be rejected.**

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



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Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.
5. BEML reserves the right to seek clarification from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.

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

Commercial Bid: Should contain price details and other relevant Commercial issues.

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

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

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

The Bidder has to quote the Professional charge for each program/Phase excluding taxes. The Professional fees quoted by the Bidder Organization shall remain fixed during the currency of the contract and no variation / change / alteration / correction is permissible on any account. A Bid submitted with any conditional price will be treated as non-responsive and shall be rejected.

Commercial bid of only technically accepted offers will be opened subsequently.

Please note that the Activities under various Phases may vary (plus / minus) depending on the BEML needs and circumstances.

L1 will be arrived for each Program

PAYMENT TERMS :

- a) No advance payment shall be made.
 - b) Payments shall be subject to deductions of any amount for which the Organization 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.
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- c) All Payments shall be made in Indian Rupees only.
- d) **The payment will be made within 60 days on completion of each training program under the scope of work as enumerated in this RFP and submission of all necessary Reports & Documents,.**

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 / Firm / 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.
- 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 firm, 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 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
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- 2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in Three-BID system. (EMD, 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 firm 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.
- 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 firm 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. Firm 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.
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- 4.4 BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 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.
- 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 bidder 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.
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BEML LIMITED

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

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

- 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, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's **orders are not eligible** to participate in this tender.
- 4.18 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.**
- 4.19 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.20 Late / Un-Solicited offers will be rejected.
- 4.21 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 4.22 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.23 We request you to submit your lowest non-negotiable best competitive price.
- 4.24 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
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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 90 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

Note: Relevant information as prescribed in the format (Annexure A) shall be furnished along with the supporting documents in the Technical Bid. Non-submission of the proof would lead to disqualification.

7.0 EVALUATION OF BIDS:

Envelopes received as per Part-A above will be opened first and subsequent to realization of DDs(towards EMD/Tender fee), technical evaluation of those bids will be carried out in line with Part B and Price bids of such agencies whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

8.0 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, 080-22963141 or e-mail to admin.srm@beml.co.in

9.0 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.

10.0 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 program will be recovered from the Organization. This penalty/LD WILL BE CALCULATED @ of 10% of the of the professional fee of the particular activity for any



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

postponement of 7 days, 25% for 5 days under after duly certified by the user and/or authorized official of BEML LTD given execute the relevant portion of scope of work as specified in the Work Order.

Successful Bidder is required to submit Performance Bank Guarantee for 3% of tender value drawn in Nationalized Banks/ scheduled Banks valid for one year.

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.

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.



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

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

Bid Invitation No.6300038586

Date: 19.10.2023

Annexure –‘A’

DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

Sl. No.	Description	Details
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	Date of Incorporation / Registration of the Organization with details	Copy of certificate of Incorporation / Registration certificate duly signed to be upload
6	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
7	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).	
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices with Consultants details under HR Consultancy/People Advisory Services. The minimum No of such Consultants on payroll should not be less than 10 (as an average of last three (3) financial years	
9	Profile of Full-time HR Consultants (viz Name, Photo, Educational Qualification, Experience including Employee Engagement Survey comprising of Name of the Organizations, Time Period, Designation/ Role, Certification Details etc). The Profile for Full Time Consultants encompassing their Work Experience including Employee Engagement Survey must be certified by the Head of the Bidding Organization	
10	Relevant Certification details of the Organization, as applicable may be provided	

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

Signature with date of Authorized signatory:



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

Name	
Designation	
Firm's Seal	
Date	
Place	



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Bid Invitation No.6300038586

Date: 19.10.2023

Annexure -B

UNDERTAKING

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.

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 Invitation No.6300038586

Date: 19.10.2023

Annexure - c

Undertaking

To:

The Deputy General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid 6300038586 dated 19.10.2023 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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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

Bid Invitation No.6300038586

Date: 19.10.2023

Annexure - D

NIT Acceptance letter

To:

General Manager- Corporate Materials

BEML Limited,
BEML SOUDHA,
23/1, 4th Main,
SR Nagar,
Bengaluru-560 027.

Sub: Acceptance of all NIT conditions.

Ref: Bid No:

Training Programme

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No, for **TRAINING PROGRAMME AT MARKETING DIVISION, BEML LIMITED.**

We agree to abide by all terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Firm/Agency :

Signature :

Name :

Seal :

Note: The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM platform.



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

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

Bid Invitation No.6300038586

Date: 19.10.2023

Annexure – E

DETAILS OF FACULTY / TRAINER

Please mention the details of Faculty / Trainers and their expertise / experience of conducting such programs. Please also enclose detailed CVs of Faculty / Trainers.

Sl. No.	Name	Education Qualifications details	No. of years of experience as faculty / Trainer	Expertise / Details of the program conducted	On Firm's Rolls or empanelled and engaged on assignment basis

Signature with Date

Name & Designation-.....

Firm's Seal :



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

Bid Invitation No.6300038586

Date: 19.10.2023

Annexure-‘F’

**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.
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5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
 6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
 7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
 8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
 9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
 10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, **an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
 11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
 12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
 13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
 14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
 15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
 16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
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17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Bid Invitation No.6300038586

Date: 19.10.2023

Annexure-'G'

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

Annexure	Particulars	Details to be uploaded by service Provider	Complied YES or NO
A	Brief Details about the firm (Company profile)	Please upload filled-in format as per Annexure-A in collaboration folder	
B	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	As per Annexure-B certified by the authorized signatory of the bid to be uploaded in the collaboration	
C	An undertaking that you have understood the terms and conditions of the tender.	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
D	NIT for finalizing training agency – Marketing Division (Scope & Work)	As per Annexure-D certified by the authorized signatory of the bid to be uploaded in the collaboration	
E	Details of Faculty/Trainer	As per Annexure-E certified by the authorized signatory of the bid to be uploaded in the collaboration	
F	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-F to be signed and uploaded in the collaboration folder.	
G	Technical Compliance sheet as part of the technical bid	As per Annexure-G to be signed and uploaded in the collaboration folder.	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____