

**BEML LTD**  
**(A Government of India Undertaking)**  
**New Thippasandra Post, BANGALORE – 560 075.**  
**Tel.25022636/8, 25348770, Fax: 25245545**

**Tender No: RFQ/Statue/NP/6300271121**

**Date: 01.12.2021**

**TENDER DOCUMENTS**

**REQUEST FOR QUOTATION FOR**

**SUPPLY OF DR. B.R AMBEDKAR LIFE SIZE STATUE AT BEML BANGALORE COMPLEX.**

**BID SUBMISSION DATE ON OR BEFORE 16.12.2021 BY 2 PM**

**BID OPENING DATE ON 16.12.2021 BY 2:30 PM**

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## **1. INTRODUCTION**

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment. BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

The objective of this proposal is to solicit competitive offers for SUPPLY OF DR. B.R AMBEDKAR LIFE SIZE STATUE AT BEML BANGALORE COMPLEX.

## **2. SCOPE OF THE PROJECT**

The scope project will be supply of Dr. Ambedkar Life size Statue (Approx 7 feet height). Refer **Annexure A** for more details.

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

**You are required to submit bid in two parts viz. (1) Technical Bid and (2) Commercial Bid on manual mode.** Both technical bid and commercial bid to be submitted in two separate envelopes subscribing the type of bid on each envelope. **Both bids to be put in one sealed cover subscribing the tender number & tender closing date on envelope.**

Your bid should be submitted on or before tender closing date and time to below mentioned address.

The Tender section  
The Manager,  
BEML Ltd.,  
Bangalore Complex  
New Tippasandra Post  
Bangalore 560 075.

Bidders are requested drop their bid in tender box kept in security room in admin Gate before tender closing date and time. Any delay in reaching bids due to post/courier before closing date and time is bidder's responsibility. The tenders received after closing date and time will be summarily rejected.

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 only** ([http://www.bemlindia.com/tender\\_hq.php](http://www.bemlindia.com/tender_hq.php))

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**Part A** – Submission of Technical Bid

**Part B** – Submission of Price Bid

**PART A – Submission of Technical Bid**

Please submit the following documents in the technical bid as part of **Technical Bid**.

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

**Ref. No. 1 to 3 are mandatory terms. If bidder is not complying for these clauses or not submitting required documents, their bid will be liable for rejection.**

**However, details for remaining non-mandatory clauses (Sl no. 4 to 7) also to be submitted. In case any document / clarification required for these non-mandatory clauses the same shall be asked from the bidders.**

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

Sl. No.	Particulars	Details to be uploaded by sculptor Manufacturer / Firm
<b>MANDATORY CLAUSES</b>		
<b>1</b>	Only Original sculptor Manufacturer is eligible to quote.	The Original sculptor Manufacturer should submit the supporting documents as a proof that they are the sculptor of the tendered item. Like, Company registration copy OR MSME copy OR any other legal documents substantiate the sculptor manufacturer.
<b>2</b>	Bidder has to enclose the filled the <b>Specifications</b> As indicated in Annexure A).	Please submit filled-in format as per <b>Annexure A</b>
<b>3</b>	Experience of having successfully completed similar works (sculptor of life size statues in Bronze material) during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:  a. One similar completed works costing not less than <b>Rs. 8.49 Lakhs</b> Or b. Two similar completed works each costing not less than <b>Rs. 5.31 Lakhs</b> Or c. Three similar completed works each costing not less than <b>Rs. 4.25 Lakhs</b>	Documentary proof i.e. <b>Purchase order / Work order</b> clearly indicating the value of the order, shall be submitted.  PO value considered for evaluation is basic cost excluding the GST/TAX

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<b>NON-MANDATORY CLAUSES</b>		
<b>4</b>	Brief Details about the Firm	Please enclose filled-in format as per <b>Annexure – B</b>
<b>5</b>	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the <b>Annexure –C</b>
<b>6</b>	The bidder/OEM must possess all valid certificates as mentioned below and should enclose copies of the same:  PAN Number GST Registration details/ Certificate	Please submit photo copies with self-certification of PAN Number, GST Registration details/ Certificate
<b>7</b>	An Undertaking has to be enclosed by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – D

**Note:**

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously submitted by the bidder as part of the technical bid.
- (3) Please ensure that no price bid details are mentioned in the technical bid. Offers with price details in Technical Bid will not be considered.

**PART B – Submission of Price Bid**

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

Price bid to be submitted through manual mode as instructed above.

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

Price Details: quoted price should be inclusive of all.

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The price details should not be submitted in Technical bid. If the firm has given any price details in the Technical bid, their offer is liable for rejection. Price details sent through Fax/E-mail mode will lead to rejection of the Bid.

The Contractor is required to type rate in figures as well as in words. In case of any discrepancy between the two, those written in words shall take precedence.

### Price Bid

SL. NO	DESCRIPTION OF WORKS	Quantity	Unit Price (In Rs)	Total Cost (In Rs)
01	SUPPLY OF DR. B.R AMBEDKAR'S LIFE SIZE BRONZE STATUE.	1 No.		
	<b>Total Basic Price (in Rs)</b>			
	<b>GST%_____</b>			
	<b>Total Price (in Rs)</b>			

### Submission of Bids (Technical & commercial Bids):

**Both technical bid and commercial bid should be kept two separate covers (to be sealed properly) mentioning the type of bid on each cover & tender reference number on each sealed envelope. These two separate covers (Technical bid & commercial Bid) to be put into one more cover, on top of cover should subscribe tender reference number & tender closing date.**

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## **Other Terms & Conditions of Tender**

1. Please ensure that offers are submitted in separate covers duly super scribing correct reference and tender Closing date.
2. Offers received after the closing time and date will not be considered.
3. The price quoted shall be both in figures and words. In case of variation, price written in words will be ultimately considered for commercial evaluation.
4. Prices shall be on FOR (Free On Road/Rail) BEML basis and firm till completion of supplies against the Purchase Order. Under any circumstances, no increase in price during the currency of the contract is admissible unless other-wise agreed especially in the contract.
  - a) Please indicate the exact Taxes and duties etc and other levies applicable extra/included in the price.
  - b) In case of GST, all relevant registration and documentation through online to be complied with.
5. If any packing charges are applicable extra, the exact amount shall be indicated in the offer.
6. BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever. BEML also reserves the right to increase the order quantity at the same rates and terms and conditions during the pendency of the contract.
7. The suppliers will be responsible for the material to reach destination intact & the transit insurance shall be arranged by them only. Delivery indicated in the tender enquiry/PO is to be adhered to. Delay in delivery will result in levy of LD at the rate of 0.5% per week subject to maximum of 5% purchase value. The extent of LD applicable is only for the undelivered items.
8. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid
9. **Award of Contract:** The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

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10. **Warranty Clause:** The Vendor must support and provide warranty for a period of one (01) year for sculptor for any defects in material as well as for art work from the date of supply and acceptance by BEML.

11. **Performance Bank Guarantee**

- a. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Public Sector Bank for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - E**.
- b. The Performance Bank Guarantee should be valid for a period of two months beyond the expiry date of the Guarantee/warranty period.

12. **Delivery Period: The supply of sculptor within 45~60 days from the date of release Purchase order.**

13. **Payment Terms:**

- a. **Payment:** 100% payment on 45<sup>th</sup> day for MSEs and for others on day 60<sup>th</sup> day from the date of completion of work & submission of invoice subject acceptance by BEML & duly certified by user department.  
However Bidder not agreeing with the BEML standard Payment terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids
- b. The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

14. **Liquidated Damages (LD):**

If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.

15. **Price Variation Clause**

The rates quoted by the Bidder shall be firm throughout the work order period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.

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16. **Risk Purchase Clause:** In the event of Non-Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of PBG.
17. There can be only 1 set of bids from each Bidder
18. **Termination:** BEML shall exercise the option to terminate the order with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
19. If any of the vendors have defaulted in supplies / services to BEML Limited after placement of purchase order or If any of the vendors have backed out from their quotation submitted for the enquires of BEML Limited or If any of the vendors have given wrong Information / documents to BEML Limited along with quotations, their quotation will not be considered and their quotation will be rejected.
20. Incomplete/invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.
21. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
22. BEML is not obligated to contract for any of the products described in the RFx/ Notice Inviting Tender
23. 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.
24. 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.
25. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for rejection.
26. BEML reserves its right to reject any incomplete bid submitted.
27. Corrigendum if any will be updated in BEML website only.
28. Any clarification in the tender please call this Number: 080-25348770/25022638 or send email Id [rmm-1@beml.co.in](mailto:rmm-1@beml.co.in)



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## **General Terms & Conditions**

### **1. ARBITRATION:**

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

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

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

### **2. JURISDICTION:**

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

### **3. FORCE MAJEURE CLAUSE:**

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

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

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

**4.APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

**5.INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

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

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

**6.BRIBES AND GIFTS**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or

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dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

#### **7. DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

#### **8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

#### **9 DURING ARBITRATION**

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

#### **10 PROGRESS REPORT**

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

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

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

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## **12 NON-WAIVER OF DEFAULTS**

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

**13 APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

## **14 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.

## **15 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

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

## **16 SECRECY:**

- a) All the information, know-how, data and specification furnished by BEML for the purpose of supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such data and know-how are the property of BEML and shall be returned when done with or when demanded by BEML.

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- b) 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.

**17 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser:**

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

**Commitment by the Contractor:**

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

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

**18 GST TERMS & CONDITIONS:** The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

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**Annexure –A**

**Technical Specification**

<b>SL NO</b>	<b>DESCRIPTION OF WORKS</b>	<b>VENDOR'S COMPLIANCE /REMARK</b>
01	Supply of Life size statue of Dr. B.R Ambedkar of approximate size of 7 Feet	
02	Material of Statue – Bronze (Minimum Composition: Copper: 85%, Tin 5%, Zinc 5% & Lead 5%)  Bidder should submit material test report from any NABL accredited or Govt labs along with statue	
03	Hallow casting by lost wax process	
04	Finishing – Metallic Gold PU paint	
05	Thickness of casting should be 4 to 6 mm approx in all places.	
6	Before start of mold work, firm should take approval of design of statue. If any modification to be done within 7 days from the date of submission of list of modifications.	
07	Sculptor should provide installation and erection drawing along with statue & support for successful erection. (Civil works is with BEML scope)	
08	The Statue should be guaranteed for period of 1 year for all kinds of material defects & manufacturing defects. Firm should rectify the defects/ replace statue at his own cost. If firm not respond for communication regarding any issue in the statue, their performance guarantee will be forfeited.	

**I / we hereby confirm to comply all the above points.**

*Signature with date of Authorized signatory*

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

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

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

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**Annexure - B**

**DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM**

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

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

*Signature with date of Authorized signatory*

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

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

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

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**Annexure - C**

**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.

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

Signature with date of Authorized signatory

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

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

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



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**Annexure - D**

**Undertaking**

To:

The Asst General Manager (Materials),

M/s. BEML LTD

Bangalore-75

Dear Sir,

Having examined the Bid Invitation No. **RFQ/Statue/NP/6300271121 dated 27.11.2021**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

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

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

**BEML LTD**  
**(A Government of India Undertaking)**  
**New Thippasandra Post, BANGALORE – 560 075.**  
**Tel.25022636/8, 25348770, Fax: 25245545**

## **Annexure - E**

### **FORMAT OF PERFORMANCE BANK GUARNATEE**

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

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

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

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

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

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

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

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

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

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

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

This Guarantee will remain valid for a period of 42 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

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

Date :

Place :