



BEML LIMITED

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

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

BANGALORE – 560 027

Phone: 080 – 2296 3179, Fax : 080 – 2296 3283

Corrigandum-1

CM/Open tender- 6300036159/2021

Date: 30.06.2021

TENDER NOTICE

Sub: Request for Quotation for supply of Medicines

Tender Closing Date & Time: 21.07.2021 at 14.00 hrs extended to 30.07.2021 at 14.00 Hrs (no change in other terms & conditions)

BEML LIMITED invites tender through e-mode in three bid system (**Pre-Qualification Bid** – through manual mode, **Technical Bid** and **Price bid** in e-mode through BEML SRM platform) for supply of Medicines to BEML Bangalore Complex, KGF Complex, Mysore Complex and Corporate Office on long term basis for a period of 2 years in accordance with the enclosed terms and conditions within the due date and time mentioned above.

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

General Manager
Corporate Materials

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This tender is designated as the tender for supply of Medicine to BEML Bangalore Complex, KGF complex, Mysore complex and Corporate Office on long term basis for a period of 2 (Two) years commencing from the date of award of contract.

1. The tender consists of three parts : -

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

2. **PART A** – PRE-QUALIFICATION BID

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

a) **Online Payment of EMD amount can be made as mentioned below:**

- (i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- (ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- (iii) In ‘Select State’ dropdown, select All India and click on the Go button.
- (iv) In ‘Select Payment Category’, select EMD/ Tender Fee.
- (v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 25,000/-.

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

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

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

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

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

c) Payment of EMD through Bid Guarantee Form:

An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 45 days (i.e. 165 days) from the date of opening of Tender

- d)** If Firm is exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
- e)** Duly signed Integrity Pact (I.P.) (as per **Annexure-B**) **in original** along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an “**Integrity Pact**”. The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited would be eligible to participate in the Tender with BEML.

The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-B** and same has to be duly filled and signed with seal by the Bidders on all pages along with witnesses signatures indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed Shri E.K. Bharat Bhushan, IRS (Retd.) & Shri Akhilesh Kumar, CES (Retd.) Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. Address of IEM is as below:-

Shri E.K. Bharat Bhushan, IRS (Retd.)
Flat No. 5151, Sobha City, ,
Puzhukkal, Thrissur
Kerala - 680553
Mobile no. 09400797777
Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)
1042, B-1, Vasant Kunj (Near Fortis Hospital)
New Delhi – 110070
Mobile: 09811420440
Email :er.akhilesh@yahoo.co.in

The Integrity Pact (Annexure – B along with Enclosure to Annexure - B) to be submitted along with EMD as “**PRE-QUALIFICATION BID**” **on or before closing date of the tender i.e. 30.07.2021 by 2PM to the following address**

The above said Demand Draft DD / Banker's Cheques / EMD Exemption Certificate / Bid Guarantee form (i.e. Bank Guarantee as per Annexure - A) and Integrity Pact (Annexure – B along with Enclosure to Annexure - B) shall be submitted in **Sealed envelope** duly super-scribing the **Bid Invitation No. 6300036159 dated 30.06.2021, Closing date 30.07.2021 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.

**The General Manager,
Corporate Materials.
BEML LTD,
BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

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

- f) As submission of physical copy of the following documents is not possible, then bidder has to upload the scanned copy of the documents in c-folder**
- a) Valid EMD Exemption certificate OR
 - b) Bid Guarantee Form : the Bank Guarantee will vetted by Bank after bid opening. If bank don't not certify then the bid will be liable for rejection.
 - c) Integrity Pact i.e. Annexure – B & enclosure to Annexure – B

If any bidder not uploaded the above documents in c-folder along with technical bids or not received manually on or before bid closing date & time, then their bid will be liable for rejection

Please note that the original Bid Guarantee Form (BG) and integrity Pact should reach us within 7 days from date of opening of tender otherwise their bid will be liable for rejection.

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate / Bid Guarantee form in-time **will not be considered.**
- b) EMD lesser than Rs.25,000/- will not be accepted and the quotation is liable **to be rejected.**
- c) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- d) EMD does not carry any interest on return.
- e) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- f) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- g) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

3. Return of Earnest Money Deposit (EMD) :

- a) EMD of technical disqualified bidder's will be returned.
- b) EMD of unsuccessful bidder will be returned after finalisation of contract & within 30 days. The deposit towards EMD shall not carry any interest.
- c) The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 10% of the Contract value (without taxes) within 15 days after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

4. Forfeiture of Earnest Money Deposit (EMD)

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- e) In case of failure to execute the agreement.

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

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

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

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

Ref. No. 1 to 8 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be liable for rejection.

However details for remaining non mandatory clauses (Sl no. 9 to 11) also to be uploaded. In case any document / clarification required for these non-mandatory clauses by Technical Evaluation Committee, the same shall be asked from the bidders.

(To be filled by Bidder and to be uploaded in the C- folder of BEML SRM System along with relevant documents)

Sln0	Particulars	To be filled and documents to be uploaded wherever required
MANDATORY CLAUSES		
1	Brief Details about the Bidder	Please upload filled-in format as per Annexure - C in collaboration folder
2	Good Manufacturing Practices Certificate (GMP) <ul style="list-style-type: none"> a) Declaration in the format given in Annexure –D. b) Upload valid GMP Certificate Issued by the Licensing Authority c) In case of Importer should upload the WHO (World Health Organization) GMP 	<ul style="list-style-type: none"> a) Upload declaration in the format given in Annexure - D declaring that the bidders complies the requirements of GMP. b) Upload valid GMP Certificate Issued by the Licensing Authority c) upload the WHO (World Health Organization) GMP
3	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Upload Valid Drugs Controller Certificate for Manufacturing & Marketing Medicines & Drugs.

S/no	Particulars	To be filled and documents to be uploaded wherever required
4	Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during last three consecutive years	Upload valid Non-conviction Certificate
5	An Undertaking by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Upload Undertaking document as per the format Annexure – E
6	Acceptance of all the tender terms and conditions of the tender.	Upload document as per the format Annexure – F.
7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years.	Upload document as per the format Annexure – G.
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – H.
NON MANDATORY CLAUSES		
9	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2017-18 , 2018-19 and 2019-20) should be minimum Rs. 41 Lakhs	2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover) for last three years duly certified by the auditors shall be uploaded.
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – I

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 uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.

(3) Please **ensure that no price details are mentioned in the technical bid** (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.

(4) Technical bid will be opened first subject to receipt of EMD amount through online / original DD / EMD Exemption certificate/Bid Guarantee as **Pre-qualification bid**. If bidder is not submitted any of these, their technical bid will not be considered for further evaluation

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

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

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

- i. Please quote the Rates (all inclusive) against the respective items in 'Item Data' in the BEML SRM system only against the respective items provided therein.
- ii. **The unit rates quoted should be in line with the rates applicable to all Govt. hospitals and Institutions and should be a net landed price i.e.** inclusive of Excise Duty/Cess, Custom Duty, Transportation, Packing & forwarding charges, Insurance and GST etc. on FOR Destination basis
- iii. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. However, SRM platform enables the bidder to alter the **Price unit** and any of such changes then bidder shall invariably substantiate / clarify by way of note in the notes column.
- iv. The bidders shall quote the rates in Rupees and Paise (in 2 decimal) as per column "**Unit measurement for quoting**" mentioned in "**Annexure – I & Annexure - II to Bid Invitation number 6300036159**". If the rate to be quoted exceeds two decimals (say 0.123...), then bidder can change the Price unit(as shown in screenshot) to any number (like 10's,100's,1000's as case may be), whenever 3rd, 4th & 5th decimal digits are required for quoting, so that the decimals remain in two digits.

mySAP SRM Enterprise Buyer - Windows Internet Explorer

https://bemsrmp.bemlindia.com:8443/sap/bc/gui/sap/its/bbpstart?sap-client=6008&sap-language=EN

mySAP SRM Home Help Log off

Date: 29 Jan 2015 Time: 14:46:09 IST

Ready.....

Process Bid

Submit Hold Delete Check Refresh Output Preview

Public Tender: Name Number

General Data Item Data

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

Display Documents

Item Overview

Find Item

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

Legend: Display item details Change price

- vi. The annual requirement indicated in tender is only the tentative requirement and may increase or decrease. Actual quantity will be ordered on need basis. The rates quoted should not vary with the quantum of the order or the destination.
 - vii. **The Price bid evaluation is purely on L1 basis** i.e lowest quote of each item among the item slno (Product).
 - viii. **Bidder to fill up the Price Breakup as per Annexure – II in Excel format (Price Breakup format) for the quoted items and shall upload the Excel File under “Notes & Price Attachments”**
- Note:** Price quoted in SRM will be considered for price evaluation.
- ix. Price bid of only technically accepted/qualified offers will be opened subsequently
 - x. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection

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

7. TERMS & CONDITIONS

- a) **Price Bid Validity:** should be valid for 120 days (one hundred twenty days) from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.
- b) **Payment terms:** 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of items at respective Divisions of BEML i.e. KGF Complex, Bangalore Complex, Mysore Complex
- b) **Supply:** FOR Destination basis at BEML Kolar Gold Fields, Bangalore and Mysore preferably within 15 days from date of receipt of Purchase order. Supply of medicines shall be as per Purchase Order / Indent. Alternate Medicines will not be acceptable unless backed by a written communication from BEML.
- c) **Performance Bank Guarantee:** The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure – J** within **15 days** after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of six months beyond the expiry date of the contract.
- d) **Return of Performance Bank Guarantee:** The Performance Bank Guarantee will be returned to the successful bidders after six months of the expiry of contract and upon there being no claim in full or part thereof on the Supplier. Also supplier to submit no claim certificate stating that no claim is pending from BEML

e) Encashment of Performance Bank Guarantee by BEML:

- i. The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
- ii. If there is any breach of the terms and conditions of the contract on the part of the successful bidder after award of contract.
- iii. In case of failure to execute the agreement.
- iv. If the successful bidder fails to supply in accordance with the instructions given by BEML as per the agreed terms.
- v. The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof

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

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

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

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

- i) Supplied Medicines should have at least 75% of shelf life at the time of receipt at BEML. If the shelf life of the drug supplied is less than the period that is prescribed in the tender condition, then the supplier shall take back the stock supplied at his cost. Items with lower shelf life may be accepted at the discretion of BEML.
- j) In case the Medicines supplied by your firm cannot be used, on account of expiry date, the same has to be replaced free of cost. BEML Divisions will inform the Firms to replace the expired drugs / due for expiry & the same are to be collected by the supplier within 15 days from the date of intimation from BEML. If the rejected / expired drugs are not collected within 30 days from the designated location, BEML reserves the right to scrap such drugs at suppliers risk without any further intimation.
- k) In case any batch of medicines are rejected and is communicated by the drug controller, such medicines, to the extent available at our hospitals should be replaced free of cost immediately.
- l) **Liquidated Damage (LD) Clause:-** LD applicable shall be @ 0.50% per week or part thereof subject to a maximum of 5% of the value of undelivered quantity out of the scheduled quantity for delayed supplies beyond mutually agreed delivery date. GST at applicable rates shall be charged extra on the liquidated damages recovered.
- m) **Non-performance Clause / Risk Purchase Clause:-** In case of non performance of the order, BEML will have the right to procure the ordered / balance medicine from open market or through other agencies and the difference in price will be recovered from your pending bills along with LD.
- n) **Validity of Rates & Extension of Contract period:** The offered/ finalized prices shall remain valid during tenure of contract unless there is change in statutory levies and with a provision for extension for further period upto one year at the same price, terms & conditions.
- o) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform ordering authority immediately about such reduction in the contracted prices. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- p) **Acceptance / Rejection Procedure: If Goods supplied are not as per finalized brand/ specification indicated in BEML orders the same will be totally rejected.**
- q) **BEML Logo:** BEML logo should be printed on bulk supplies
- r) BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereof.
- s) The offered/ finalized prices shall remain valid during pendency of contract. BEML's acceptance of the tender at the quoted / finalized rates will be binding on the bidders during the tenure of contract.

- t) 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.
- u) 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
- v) **Bidders are requested to put the page numbers in all the documents which are uploaded in the SRM portal.**
- w) **Acceptance of Order:** The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

9. OTHER TERMS & CONDITIONS

i. ARBITRATION:

Applicable for Govt. / PSU Company

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

Applicable for other than Govt. / PSU Company

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

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

Disputes if any, arising between the company and the supplier in connection with this Contract or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration/proceedings shall be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Bangalore and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

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

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

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

- ii. **APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the supplier under this contract or any other contract including contracts with other divisions of BEML. Should the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the supplier shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the EMD / security Deposit executed in lieu thereof.
- iii. **FORCE MAJEURE:** Notwithstanding anything contained in the Contract, neither the supplier nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the BEML or the supplier.

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

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

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

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

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

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:dated
-----M/s..... herein after called
the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....
.
.....

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs.....(In words and figures) valid for days from..... is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at.....
having our Head office at(Local
address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the
amount of Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made
by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or
difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This
date shall be 60 days after the date for which the bid is valid). If any further extension of this
guarantee is required the same shall be extended to such required period (not exceeding one year) on
receiving instruction from M/s.....
..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this
.....day of.....at

Witness (Signature)
WITNESS

(Signature)
Name in (Block letters)

Designation
(Staff No.)
(Bank's common Seal)
Official address

Attorney as per power of Attorney No
Date:

(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crores)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at placed at **Enclosure**.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place-----
Date -----

Place-----
Date -----

Witness 1:
(Name & Address) _____

Witness 1:
(Name & Address) _____

Witness 1:
(Name & Address) _____

Witness 1:
(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on www.bemlindia.in
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the bidder that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

-----X-----

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

**DECLARATION
(GMP)**

I/We M/s. _____ represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office at
_____ and its Factory Premises at
_____ do declare that I/We have carefully
read all the conditions of Bid Invitation No 6300036159 dated 30.06.2021 for supply of Medicines
floated by the BEML Ltd and accepts all conditions of Tender document.

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300036159** dated 30.06.2021 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 including Amendments, Clarifications, Corrigendum etc. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

ACCEPTANCE OF TENDER TERMS AND CONDITIONS

Bidder Name: M/s. _____

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

I / We hereby agree to the all other terms & Conditions of tender.

Place: _____ **(Signature of the Bidder)**

Date: _____ **Bidder's Full name with seal)**

Date:

DECLARATION

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

Reference: Bid Invitation No: **6300036159** dated 30.06.2021

Dear Sir,

We hereby 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.

We hereby also confirm that there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of providing the Services to BEML.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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

GST Terms & Conditions

1. 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.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.

8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

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

7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years	Please upload filled-in format as per Annexure – G.	
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – H.	
NON MANDATORY CLAUSES			
9	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2017-18 , 2018-19 & 2019-20) should be minimum Rs. 41 Lakhs	2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover) for last three years duly certified by the auditors shall be uploaded.	
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i.PAN Number ii.GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate	
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – I	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BANK GUARANTEE FOR MEDICINES RATE CONTRACT

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

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

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

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

(Name of the **BANK-Scheduled Commercial Bank authorized by RBI only**) having its office at has agreed at the request of the Supplier/Supplier to give the guarantee hereinafter contained.

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

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period (Contract period + 6 months) that would be taken for the performance of

the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier(s).

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

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

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

This Guarantee is effective from **xx.xx.xxxx to xx.xx.xxxx (2 Years + 6 months)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 30 months from **xx.xx.xxxx to xx.xx.xxxx** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before the extended period.

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

Date:

Place:

Ref: CM/Open Tender /Supply of Medicines /Agreement

Date: xx.xx.2021

AGREEMENT

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

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Medicines in the tender Bid Invitation No. 6300036159 dated 30.06.2021 for supply of Medicines and has accepted by the firm for the supply of those goods and services for two years for the sum of(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

All the Tender terms & conditions are as per BIN: 6300036159 along with its corrigendum's forms part of this agreement.

For BEML LIMITED

For Firm

(Signature& Seal)

(Signature& Seal)

Witness 1)

Witness 1)

2)

2)