



BEML LIMITED

(A Govt. of India 'Schedule A' Company under Ministry of Defence)

BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore – 560 027

Email : lakshmana.murthy@bemltd.in ph : 080-22963 179

TENDER No: CM/ 6300039057/2024

Date: 23.08.2024

TENDER DOCUMENTS

Request for Quotation for

Engaging Sap Solutions Provider for
Implementation of the following:

1. Implementation of new Depreciation posting rule in SAP for all Asset transactions starting from FY 2024 - 2025

BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore -27



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Email : lakshmana.murthy@bemlltd.in ph : 080-22963 179

Sub.: Request for Quotation for providing services for System customisation and Implementation of new Day based Depreciation posting rule in SAP ERP systems of BEML Limited.

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BEML Limited invites Request for Quotation for providing services regarding system customisation and implementation of new Depreciation posting rule for BEML Limited from the current Period based (Month based) depreciation posting to Day based posting in SAP ERP system as per the scope of work specified in this document.

1. Overview

BEML Limited (<http://www.bemlindia.in>) a 'Schedule A' Company (hereinafter referred to as 'the Company'), was established in May 1964, as a Public Sector Undertaking under the administrative control of Ministry of Defence, Government of India for manufacture of Mining Equipment, Defence equipment, Rail and Metro Coaches & Spare Parts.

The Company has 9 manufacturing units, 8 units in Karnataka & 1 unit in Kerala. In addition, the Company has established Regional offices, District Offices (ROs/DOs) and Service Centres across the country.

BEML currently uses the SAP R3 – ECC 6 EhP 7.0 ERP Software. BEML currently has around 65 active Depreciation keys and depreciation is posted under one Company Code: 1000 in SAP.

2. Scenario in Brief

BEML currently has 61 Operating Profit Centers under One Company Code 1000 under which various Asset transactions are recorded in the system and depreciation for such assets are posted at individual Profit Centre Levels on monthly basis. BEML adopts Straight line method of depreciation and currently our systems are configured with period based depreciation calculation & posting method with **period control key 01 - Pro rata at period start date**. Based on the present settings, monthly depreciation is calculated for each asset on pro rata basis and system posts the depreciation for the month starting from the period in which the asset is capitalized in the books. However, now it has been decided to change the depreciation calculation method on Day basis instead of the present Monthly based calculation to accurately calculate & post the depreciation from the actual date of capitalization of asset till the end of the month. (ie. In case if an asset is capitalized / put to use on 21st of the month, then depreciation amount for that month will be calculated for 10 days instead of one month value). BEML currently has around 65 active depreciation keys in SAP including the depreciation keys for income tax calculations. Presently depreciation has been posted upto June 2024 in SAP for all assets (Except AuC) under company code: 1000 and Asset Fiscal year 2023 has already been closed in system.



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3. Project objectives and Scope of Work

Objectives:

BEML Limited wishes to Automate / Develop / Customise in SAP the following activities by Engaging SAP Solutions Providers:

1. Customisation & Implementation of new Depreciation posting rule in SAP for Asset transactions starting from FY 2024 - 2025
2. Customisation of Asset reports in SAP (both standard & customised reports) to ensure that the current modifications to the Depreciation rules does not affect the historical data of the assets capitalized before FY 2024.

3.1 Scope of Work

The Detailed Scope of Work is as Follows.

1. Analysing the current landscape of depreciation settings of BEML in SAP along with the active depreciation keys.
2. Change / Customisation of Depreciation settings to enable the period control and calculation of Depreciation on Pro-rata basis from the date of capitalization in SAP for all kinds of asset transactions (Acquistitions ; additions ; transfers ; retirement ; revaluation ; investment support ; Unplanned depreciation & Write-ups)
3. To ensure the changes to the Depreciation rules doesn't affect the past value (Net book value) of the existing assets in both GL account balances and the Asset reports (Both standard & customised reports).
4. To enable the Users to define the actual capitalization date of asset and to calculate the applicable depreciation for the asset accordingly on the no. of days of put to use basis.
5. To effect the changes in Depreciation calculation and posting (both planned & posted values) into the asset reports from current financial year (2024-2025) onwards.
6. Initial testing and validation of depreciation posting & data accuracy in both Development & Quality environment.
7. All the System modifications / Customization changes done in the ECC environment should be compatible to work under the SAP HANA platforms.
8. Any other nature of Technical / Functional / Consulting nature of work as deemed necessary for Development of the Solutions for the required changes.
9. Customization / Developments made in ERP framework should be documented and operating manual should be provided to SAP core team by the Solutions provider.
10. Necessary training should be imparted to the key users / SAP core team members for effective sustenance of Master Data / Key periodical operations required to be performed under this New Development.
11. Warranty: Handholding by Service Provider to BEML till stabilization of the New Developments up-to **3 Months** from the date of Go-Live of the solution.



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4. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.in/tender_hq.php).

This Tender consisting of

Part A - Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode / Bid Guarantee)

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

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

4.1 PART A - PRE-QUALIFICATION BID

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

i. **Online Payment of EMD amount can be made as mentioned below:**

a) Open the following

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

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

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

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

e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 30,000/-.

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

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

a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs. 30,000/- (Rupees Thirty Thousand only) drawn in favour 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	



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- iii. **Bid Guarantee Form:** An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favor of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 60 days from the date of opening of Tender

General Manager (Corporate Materials)

BEML LIMITED., Room No.2

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.

- iv. If Firm is exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. dtd , Closing date xx.0x.2024 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 firm 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

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

The Firms who have not submitted" EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft / Banker's Cheques will be rejected straightway. EMD Exempted only for Micro & Small enterprises.

- v. 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
- Valid EMD Exemption certificate OR
 - Bid Guarantee Form: The Bank Guarantee will vet by Bank after bid opening. If bank don't not certify then the bid will be liable for rejection.

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



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

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

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

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid Class 3 Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system.

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

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids & you may contact BEML SRM Team on phone no. 080-22963269

In case of any queries relating to bid submission, you may send the same by e-mail to lakshmana.murthy@bemlltd.in & copy to fico@beml.co.in

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

Firm must ensure that they furnish the correct information and documents. Firms found having furnished false information is liable to be rejected as well also forfeiture of their EMD.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than 30,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified firm's will be returned.
- e) EMD of unsuccessful firms will be returned after finalization of the contract and the EMD of successful firm will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover,



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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.

- i) Tender will be opened on closing date at 15:00 hrs in presence of firms who wish to be present.
- j) 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 unsuccessful firm will be returned after finalisation of contract. The deposit towards EMD shall not carry any interest.
- b) The successful Firm 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 5% of the Contract value (without taxes) within 30 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 firm who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful firm 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 firm after award of contract and before submission of Performance Bank Guarantee.

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

4.2 PART B - Submission of Technical Bid

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.

All the documents / details mentioned in Sl no. 1 to 9 to be uploaded. In case any document / clarification required for these clauses by Technical Evaluation Committee, the same shall be asked from the bidders.

The following Documents/ details to be furnished / uploaded (To be filled by Bidder and to be uploaded in the C- folder of BEML SRM System along with relevant documents)

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5. Eligibility Criteria

Sl No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system
1	The Bidder Firm should have Office in India and should have been present in the field of IT / SAP Solutions Services for atleast TWO Years. The bidder firm has to have a minimum average turnover of Rs. 6 Lakhs / Per Annum for the preceding two Financial years. Brief Details about the Firm along with the financials to be submitted.	Please upload the Income Tax Returns / Audited Financial Statements for preceding two financial years.
2	The Bidder should have prior Experience in Developing Customised programs / Z Reports in SAP ECC 6.0 Environment or Higher.	Please upload supporting / necessary document (PO / Agreement / Contract) as proof of Experience
3	The Bidder should have done minimum of 2 implementations of Similar system customizations / Depreciation Customisation Solutions under FICO / AA Modules in SAP-ERP under ECC 6.0 or Higher Versions.	Please upload supporting / necessary document (PO / Agreement / Contract)
4	Basis, ABAP and Functional Consultants to be engaged for the project should have minimum 2 years of work experience in SAP ECC 6.0 Environment or Higher.	Please upload supporting / necessary document (Profile to be attached)
5	The Bidder should be based / should have branch Office in Bengaluru as it may require the Bidder's consultants to frequently visit BEML office to discuss / understand the requirements during development of the reports.	Please upload the supporting document. (HO / Branch office details to be attached)
6	Brief Details about the Firm	Please upload filled-in format as per Annexure - B
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.	Undertaking document as per the Annexure - C
8	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Annexure - D
9	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure - E to be uploaded.
10	The bidder must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
	Bid declaration	Annexure - F to be uploaded.



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Note:

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

6. Price Bid

Sl. No.	Description	Amount in INR (All inclusive price excluding GST***)
1	One-time fees for Customization & Implementation of New Depreciation posting rule as per Scope of work mentioned above (clause 3.1 above) inclusive of all expenses but excluding GST as applicable.	
* Note: Price mentioned above shall be firm for the contract duration, if any, to complete the scope of work, and inclusive of all travel, boarding & lodging and out of pocket expenses, any payment towards third party charges, and the cost of any other item / services, which are considered necessary for completion of the job etc., The Company shall not pay/ reimburse any amount other than quoted price on any account.		
*** GST as applicable from time to time shall be payable extra and the same should not be included in the bid price. (Applicable rate of GST may be entered in the Bidder's remarks in the Price Bid page)		

7. Pre-Bid Meeting

The bidders will be allowed to study our ERP System / To get any Clarifications regarding the current asset accounting process & system environment / asset reports in person or virtually before 05.09.2024 from 10.00 AM to 05:00 PM to understand the configurations and requirements. The contact details of our ERP / Finance team are as under:

1. G. Prasanth, Manager (Finance-ERP-FICO)
Direct – 080 22963168
Mail id- fico@beml.co.in
2. Ravichandra Reddy, Asst General Manager - IT (Systems)
Direct – 080 22963267
Mail Id – basis.sap@beml.co.in
3. Meera Shankar, Dy. General Manager (Finance & Accounts)
Direct – 080 22963230



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Mail id- gmtaxation@beml.co.in

A pre-bid meeting will be conducted on 06.09.2024 through MS TEAMS on **11.00 AM**. The bidder or its authorized representative shall confirm their participation virtually in advance. During the pre-bid meeting there will be a demo on the Company's ERP System configurations. Non- attendance at the Pre-Bid meeting will NOT be a cause for disqualification of a Bidder.

Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Company and the same will be hosted on BEML website. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, amendments, time extensions, clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. Before the dead-line for submission of Bids, BEML may modify the Bidding documents. All corrigenda, addenda, amendments, time extensions, clarifications etc if any thus issued shall be part of the Bidding documents and shall be hosted on BEML website.

Bidder must ensure that they furnish true information and valid documents. Bidder found having furnished false information is liable to be rejected as well also forfeiture of his EMD.

8. Bid Opening

7.1 Technical Bid will be opened and the bidders who satisfy with the technical requirements will be technically qualified.

7.2 Price Bid of those technically qualified bidders will only be opened. Price bid shall be evaluated on L1 basis on the total price.

7.3 The vendor shall bear all costs associated with the preparation and submission of their bids. BEML will, no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only. Mode of working proposed by the service provider (whether On premise or Offshore execution), should be clearly mentioned in the Quote.

FAX / EMAIL quotations are not accepted.

Indicate all applicable taxes and duties separately.

The successful bidder shall support BEML for a minimum period of 3 months after Design, Development and implementation. Any patches or Minor Corrections if any raised by BEML pertaining to the Customisations / Reports shall be implemented, or Incorporated by the service provider without any additional cost to BEML.



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8. Roles and Responsibilities of the Consultants

Project Management Tasks

The successful bidder will be required to perform the following project management tasks for the areas they are assigned:

- a. Provide a detailed work plan for the customisation / modifications that reflects understanding of the SAP system requirements.
- b. Provide training for the project team, and assist in management of project progress
- c. Provide instruction and assistance in using SAP Solution Manager
- d. Identify and address functional and policy issues that will/may arise during the project
- e. Emphasize knowledge transfer, joint problem-solving, and issue discussions in daily interactions with the project staff. Reflect a working attitude and style that emphasizes equality and respect among all team members
- f. Plan and implement adequate testing schedules

9. Terms & Conditions

1. DURATION OF THE CONTRACT

The contract is valid for a period of **6** months from the date of issuance of PO / after Go-Live (Including warranty period).

2. DELIVERY

Design & Development / Implementation Period: The Design & Development / implementation of the mentioned project shall be completed as per schedule mentioned below from the date of LOI / Purchase Order.

- 2.1. The Service Provider should complete the customisation & implementation of the New depreciation rule settings within **60 days from the date of issuance of purchase order.**
- 2.2. User training is also required to be completed within 5 working days from the date of Signing the Final UAT before Go-Live.

3. PAYMENT TERMS

Development & Implementation Cost

The successful bidder will have to raise invoice for 90% of the Development & Implementation cost for Financial Statements after successful completion of integration of the solution and Go-Live in Production Servers. Invoice for balance 10% of the implementation cost to be raised after three months from the date of implementation and Go-Live.



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The payment will be released by Corporate Finance Dept. of the Company based on tax invoice raised by the service provider and duly certified by the ERP department.

4. PERFORMANCE BANK GUARANTEE

Successful bidder is required to submit Performance Bank Guarantee for **5%** of the Basic Purchase Order (PO) value drawn from Public Sector Bank (Format Enclosed in **Annexure – D**) Valid till three months beyond the warranty period of 12 Months to be submitted within **30** days of placement of PO. Security deposit by way of Demand Draft can also be submitted in lieu of Performance Bank Guarantee which will be refunded without interest after the completion of the warranty.

5. MINOR CHANGE REQUESTS

It is inevitable that Report structures or underlying programs that execute the report will go through some minor change due to any changes in the statutory requirements / processes and the programs / codes may have to be updated with minor changes to make sure that the reports continue to deliver the business value that they were programmed for.

Production support team of bidder should ensure to handle minor change requests / modifications on a pro-active basis through detailed documentation and hand over meetings with BEML at no extra cost.

6. VALIDITY OF QUOTATION: 90 days from the date of opening of the tender.

7. RISK PURCHASE CLAUSE

In the event of Non-Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

8. LIQUIDATED DAMAGES (LD)

LD Shall be applicable at 0.5% (excluding taxes) per week or part thereof, up to a maximum of 5.0% (excluding taxes) of the total value for delayed supplies beyond the delivery date.

9. Information Security

a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of BEML's premise without written permission from BEML Limited. The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential.



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b. The Bidder personnel shall follow BEML's information security policy and instructions in this behalf.

i. Bidder acknowledges that BEML's business data and other BEML proprietary information or materials, whether developed by BEML or being used by BEML pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to BEML; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of BEML depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage BEML. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

ii. Bidder shall, upon termination of this Contract for any reason, or upon demand by BEML, whichever is earliest, return any and all information provided to Bidder by BEML, including any copies or reproductions, both hardcopy and electronic.

10.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.

11. BEML Ltd need not necessarily accept the lowest offer.

12. Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.

13.Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

14.Security: The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML

Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

There can be only 1 set of bids from each Bidder.



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BEML reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be liable to be rejected and no correspondence on the same shall be entertained.

The bidder shall provide all other services not explicitly mentioned herein, but are required by the bidder to full-fill the intended specifications, to make the system operational and to meet the functionality mentioned in the bid.

15. GENERAL TERMS & CONDITIONS:

(i) ARBITRATION:

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

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

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

- (ii) **FORCE MAJEURE CLAUSE:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence



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and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

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

- (iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.
- (iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :** If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".
- (v) **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
- (vi) **JURISDICTION:** Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.
- (vii) **DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be



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

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

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

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

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

(ix) **DURING ARBITRATION** "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) **PROGRESS REPORT:**

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

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

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

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

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties



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without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

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

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

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

(xv) **Applicability of TDS under Income tax Act 1961:**

- a. Tax deduction at source will be applicable on the supplies made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961.
- b. Tax deduction at source will be applicable on the supplies made by foreign vendors against service purchase orders at the rate as applicable and will be deducted from the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961 or as per law of land as well as Double Taxation Avoidance Agreement (DTAA) between countries



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Annexure - A

BID GUARANTEE FORMAT

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:date-
-----M/s.....
herein after called the Bidder, with the following Directors on their Board of Directors /
partners of the Firm.

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

Wish to participate in the said tender for
.....
.....

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



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We, the Bank 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 thisday 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:



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Bid Ref No:

Annexure - B

Service Provider - Background Information

Ref No.	Particulars	Details to be furnished by Service Provider
1	Name of the Firm	
2	Registered office/ corporate office and Mailing Address for correspondence	
3	Telephone and fax number, E-mail address	
5	Name and designation of the person authorized to make commitments to BEML LTD	
6	Description of business and business background	
7	Year of establishment and constitution	
8	Number of years in the service provider business	
12	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: -

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Bid Ref No:

Annexure - C

UNDERTAKING

- c. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central / State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- d. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Bid Ref No:

Annexure - D

Undertaking & Confirmation on Scope of work

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

Dear Sir,

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

We, M/s. have gone through the scope of work of the tender document. We are hereby confirming our acceptance to all points of scope of work without any deviation and we will execute the assignment as per the scope of work.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Bid Ref No:

Annexure-‘E’

Special Conditions arising out of implementation of GST

(Which is to be signed and submitted along with the offer)

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.



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

Place:

Date:

for M/s.....



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Bid Ref No:

Annexure-‘F’

Bid Security Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, M/s _____ {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI)/ PO/Contract , then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of M/s BEML Limited works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____