

BEML LIMITED
(A Government of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027
Phone: 080-22963 179, smcm@beml.co.in

TENDER No: 6300038408

Date: 08/05/2023

TENDER DOCUMENT

Engaging Consultancy Service for BEML SEZ

Last date for submission of the bid is 24/05/2023 before 2.00 PM

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

I. Project : Engaging Consultancy Service for BEML SEZ

Background: BEML Limited a Schedule “A” company under Ministry of Defence, Govt. of India, which operates under three major Business Verticals, Defence & Aerospace, Mining & Construction, Rail & Metro. The three verticals are serviced by nine manufacturing units located in Bangalore, Kolar Gold Fields, Mysore & Palakkad. Company has nationwide network of after sales and service with 12 regional offices followed by Districts offices and service centers.

BEML has acquired 25 acres of land at Aerospace Park, SEZ, Devanahalli, Bangalore. Intends to establish the required infrastructure to carry out activities related to export oriented business.

In the process, it was learnt that Gazette Notification has been received enhancing the scope of Aerospace SEZ Land as “Multi-sector Export Zone”. Hence looking for consultancy services to advice, assist, coordinate and navigate to commence the business activities in the SEZ area.

II. SCOPE OF WORK

Broad scope of consultancy services will be as under:

1. Providing Guidance, inputs, suggestion to BEML-Business Group on SEZ Acts & Policies
2. Advisory on financial matters (Taxes, CD exemptions etc) related to SEZ transactions.
3. Providing opinion on various business opportunities related to SEZ.
4. Discussion with BEML business domain team and provide inputs wrt. pros and cons of various business options.
5. Upon finalization of business plan, to prepare a Detailed Project Report (DPR) which meets the requirements of SEZ regulations.

III. This Tender consisting of three parts:

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)

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/icollecthome.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 12,000/-.

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. 12,000/- (Rupees Twelve 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 | |

- 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

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. 6300038408 dtd 04.05.2023, Closing date 24.05.2023 Time 14:00 Hrs** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** shall also to be written in bold letters at the top of the envelope. The name and address of the 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 Chief 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.

- 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

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 smcm@beml.co.in & copy to anitha.k@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 12,000/-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, 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 15:30 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.

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 3% 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.

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.

PART B - Submission of Technical Bid & Qualification criteria (Through GeM)

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

| Sl No | Eligibility Criteria Details | Documents required to be uploaded SRM |
|--------------|---|---|
| 1 | Service Provider - Background Information | Upload filled-in format as per Annexure - B . |
| 2 | The firm should be ISO 9000 or any equivalent quality certification | Valid Certifications should be uploaded in Technical Bid: |
| 3 | 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 Annexure - C to be uploaded. |
| 4 | 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 Annexure - D to be uploaded |
| 6 | Special Conditions arising out of implementation of GST Tax Indemnity clause | Annexure - E to be uploaded. |
| 8 | The bidder 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 |

2. Qualification Criteria

Table 1

| Eligibility criteria | Total Marks | Max Marks | Detail |
|-----------------------|-------------|-----------|--|
| A. Technical criteria | 70 | 25 | Minimum eight (08) years of experience with SEZ compliances, (Consultancy wrt Acts, policies, Project handling and related activities) |
| | | 05 | <i>For every additional experience of one year over min experience criteria, one, more mark each year (up to 5 marks) will be awarded.</i> |
| | | 5 | Number of projects with reputed SEZ (IT sector will not be considered for qualification) <i>One mark per one project</i> |
| | | 07 | Experience in handling SEZ Projects in more than one SEZ, 2 zones: 04 Marks & More than two zones: 07 marks. |
| | | 20 | SEZ project experience with Government undertakings (Minimum 2 projects with State / Central Government SEZ/ PSUs). 10 Each |
| | | 08 | Domain Experts: (4 x 2= 08) a) SEZ policy, Acts and notifications: 01 b) Finance & Tax related experts in SEZ: 02 c) Legal & other compliances in SEZ: 01 |
| B. Financial criteria | 30 | 15 | Average annual turnover of the company should not be less than Rs. 3 Crores in the last 5 years. |
| | | 05 | <i>Additional one mark each for every additional turnover of 2 Cr over the average annual turn over</i> |
| | | 10 | Average Net Worth for last 3 Years should be above Rs 10 Crores <i>(No marks will be awarded if Net worth is less than Rs 10 Crore)</i> |
| Total A+B | 100 | | |
| Eligibility Marks | Min 60 | | Shall score Min 45 in Part A & 15 in Part B. |

Note: Shall attach the proof for the above Criteria in below prescribed Table ,2,3 & Format 1

Details of the Consultant

Table :2

| SR. No. | Particulars | |
|---------|---|--|
| 1 | Name of Consultant | |
| 2 | Name of the Authorized Signatory | |
| 3 | Address of the Consultant | |
| | Telephone Number: | |
| | Fax Number: | |
| 4 | Location of Head Office & Branch Offices | |
| 5 | Whether the firm is an individual proprietary concern, a Registered Partnership firm or a Limited Company | |
| 6 | Date of Commencement of Business & Place | |
| 7 | No. of Years of Experience with SEZ compliances | |
| 8 | Number of Domain Experts as per Tech spec | |

Date:
Place:

Authorized Signatory
Designation

Consultant Annual Turnover for Last Five Years

Table: 3

| Sr. No. | Financial Year | Total Turnover (Rs. In Crs.) | SEZ project related turnover (in Rs Crs) |
|---------|----------------|------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Total Average Annual Turnover during last 5 yrs.

Authorized Signature:

Date:

Note: The Consultant shall submit the latest audited financial statement for the last 3 years along with the above format.

CONSULTANT PROJECT EXPERIENCE

Format: 1

(The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Client stated as a corporate entity.)

Project name:

Name of the client:

Type of client: Sate / Central Government / Pvt / PSU/ Ltd company etc

Type of SEZ: (Commodity specific / Services/ FTWZ / Multi product)

Project location:

Date of completion of project:

Project duration:

Project scope:

Roles and responsibilities:

Firm's Name:

Authorized Signature

IMPORTANT: Please provide a copy of work completion certificate from the client or a copy of work order from the client.

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given. Incomplete/invalid tenders will be rejected
- (2) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (3) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (4) **PLEASE ENSURE THAT NO PRICE DETAILS ARE MENTIONED IN THE TECHNICAL BID. OFFERS WITH PRICE DETAILS IN PRE-QUALIFICATION BID (UNDER PART A) OR TECHNICAL BID (UNDER PART B) WILL NOT BE CONSIDERED. BID WILL BE REJECTED, IF PRICE BID IS UPLOADED AS PART OF TECHNICAL BID.**
- (5) Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document and Integrity Pact as Pre-qualification bid. If bidder is not submitted any of these (DD or EMD exemption certificate /document and Integrity Pact) as Pre-qualification bid, their technical bid will not be considered for further evaluation.

PART C - Submission of Price Bid (Through SRM)

Vendor has to indicate the price for these two stages in the commercial bid. Total of these two stages will be the value of the PO.

| S/n | Description of Work | SATGE | Value in Rs. Exclusive of Taxes |
|-----|--|-------------------|---------------------------------|
| 1 | Providing Guidance, inputs, suggestion to BEML-Business Group on SEZ Acts & Policies | SATGE-1 | |
| 2 | Advisory on financial matters (Taxes, CD exemptions etc) related to SEZ transactions. | | |
| 3 | Providing opinion on various business opportunities related to SEZ. | | |
| 4 | Discussion with BEML business domain team and provide inputs with respect to pros and cons of various business options. | | |
| 5 | Upon finalisation of business plan, to prepare a Detailed Project Report (DPR) which meets the requirements of SEZ regulations | SATGE-2 | |
| | | Total Value in Rs | |

L-1 will be decided on this total value.

Price bid of only technically accepted / qualified offers will be opened subsequently.

IV. QUERY: In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of Office of CIO on or before bid closing date.

Contact Name & Address: The following officer can be contacted for any clarifications and / or bid submission:

General Manager (Aerospace Business Development)
BEML Limited, BEML Soudha,
23/1, 4th Main, SR Nagar,
Bengaluru - 560027
Phone: 80 22963206, E-mail asbd@beml.co.in
copy to smcm@beml.co.in

V. PRE-BID MEETING: A pre-bid meeting will be conducted on **17.05.2023 at 11.00 AM** through On-line system. BEML will inform the same. For pre-bid meeting please send mail to smcm@beml.co.in/ asbd@beml.co.in for arrangement of meeting. Queries of the Organizations (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to General Manager - Corporate Materials (smcm@beml.co.in) to reach us on or before 24.05.2023 by 10.00 Hrs.

VI. OTHER TERMS & CONDITIONS OF TENDER:

a. Duration of Project:

Engagement of Services: 3 Months.

b) Delivery & Payment Terms :

| S/n | Description of Work | SATGE | Delivery Date |
|-----|--|---------|---|
| 1 | Providing Guidance, inputs, suggestion to BEML-Business Group on SEZ Acts & Policies | SATGE-1 | Within 2 (two) months from the date of release of the Purchase Order. |
| 2 | Advisory on financial matters (Taxes, CD exemptions etc) related to SEZ transactions. | | |
| 3 | Providing opinion on various business opportunities related to SEZ. | | |
| 4 | Discussion with BEML business domain team and provide inputs with respect to pros and cons of various business options. | | |
| 5 | Upon finalisation of business plan, to prepare a Detailed Project Report (DPR) which meets the requirements of SEZ regulations | SATGE-2 | Within 1 (one) month from the date of completion of stage-1. |

c. Payment term: Payment will be released within 30 days after completion of each stage and submission of invoice for the same subject to acceptance from user department.

D. Performance Bank Guarantee

1. Within 30 days of receipt of the Purchase order from the BEML Limited, the successful Bidder shall furnish a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorized by RBI for an amount of 3% of the Contract value (without taxes) as per format will be provided if Contract awarded.

2. The Performance Bank Guarantee should be valid for a period of six months from the date of issue of the same by the Bank.

e) **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.

f) **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 10% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered

g) BEML Ltd need not necessarily accept the lowest offer.

h) **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.

- i) **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.
- j) **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.
- k) **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
- l) Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- m) Incomplete offers are liable for rejection.
- n) Offers not confirming to the above terms are liable to be ignored.
- o) There can be only 1 set of bids from each Bidder.
- p) 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.
- q) 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.

VI. 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 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 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 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.

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.

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:

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 | |
| 9 | 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: _____

UNDERTAKING

- a. 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.
- b. 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: _____

Undertaking

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

Dear Sir,

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: _____

**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.
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.....