

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: 080-22963151 / 179 / 315

TENDER No: BEML/CM/MSL/2021

Date: 01.10.2021

TENDER DOCUMENT

**PROCUREMENT OF MICROSOFT SOFTWARE VOLUME LICENSES
UNDER PERPETUAL LICENSING MODE**

Tender closing date & Time : 22.10.2021 @ 1400 Hrs

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

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1. INTRODUCTION

BEML Limited, a leading Multi-technology and multi location, 'Miniratna- Category -1 company under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and Defence Truck & Equipment.

2. SCOPE OF WORK

Firm to supply MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE on the following Microsoft Products as e-download or paper license.

Software key to be delivered through Microsoft Account Website and sent to BEML DT dept mail ID office.cio@beml.co.in. Supplier should support for activation of all licenses.

Bill of Materials (BOM):

Sl. No.	Description	License Quantity
1	Desktop OS: Win 10 Pro or latest (Perpetual)	71
2	MS Office Std 2019 or latest (Perpetual)	700
3	SQL Database 2019 Std or latest (Perpetual)	10
4	Server OS: Win 2019 Server Data Centre version (16 Core each) or latest (Perpetual)	9
5	Server OS: Win 2019 Server Std version (2 Core each) or latest (Perpetual)	20

3. PROCEDURE FOR SUBMISSION OF BIDS

This Tender consisting of

Part A – Pre-Qualification Bid – EMD / Integrity Pact

Part B – Submission of Technical Bid

Part C – Submission of Price Bid

The original Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee and Integrity Pact shall be submitted in **Sealed envelope** duly superscribing the Tender Ref: **BEML/CM/MSL/2021 dated 01.10.2021, Closing date 22.10.2021 and Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID for MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE**" shall

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also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

The Technical Bid shall be submitted in Sealed envelope duly superscribing the Tender Ref: **BEML/CM/MSL/2021 dated 01.10.2021, Closing date 22.10.2021 and Time 14:00 Hrs** at the top of the envelope. The words "**TECHNICAL BID for MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

The Price Bid shall be submitted in Sealed envelope duly superscribing the Tender Ref: **BEML/CM/MSL/2021 dated 01.10.2021, Closing date 22.10.2021 and Time 14:00 Hrs** at the top of the envelope. The words "**COMMERCIAL BID for MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Above 3 envelops (Pre-Qualification, Technical & Commercial Bids) should be put in 4th envelop duly superscribing the Tender Ref: **BEML/CM/MSL/2021 dated 01.10.2021, Closing date 22.10.2021 and Time 14:00 Hrs** at the top of envelop. The words "**PRE-QUALIFICATION, TECHNICAL & COMMERCIAL BIDS**" shall also be written on the top of this envelop. The name and address of the bidder shall also be printed or written on the left corner of the envelop.

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the 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.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

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3.1. PART A – PRE-QUALIFICATION BID (In Sealed Cover) i.e. submission of EMD & Integrity Pact

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

As a part of Pre-Qualification process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

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 **(Rs. 4,70,000)**

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

EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

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

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

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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- v. Duly signed Integrity Pact (I.P.) (as per **Annexure-B and Enclosure to Annexure-B**) in **original** along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

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

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

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

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

Shri E.K. Bharat Bhushan, IRS (Retd.)

Flat No. 5151, Sobha City, ,

Puzhukkal, Thrissur

Kerala - 680553

Mobile no. 09400797777

Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)

1042, B-1, Vasant Kunj (Near Fortis Hospital)

New Delhi – 110070

Mobile: 09811420440

Email :er.akhilesh@yahoo.co.in

The Integrity Pact (Annexure – B along with Enclosure) to be submitted along with EMD as **"PRE-QUALIFICATION BID"** on or before closing date of the tender.

The Bidders who have not submitted **"EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) and Integrity Pact 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.**

b. Please ensure that no price details are mentioned in any of the documents submitted as part of the Technical Bid.

c. Corrigendum regarding the tender if any, will be published in BEML Website & CPP Portal only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates.

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(Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to submit all the required documents carefully.)

e. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

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 **Rs. 470000/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- 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 or NSIC certificate, MSME Certificate (firms claiming EMD exemption), BID Guarantee Form and Integrity Pact to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) No responsibility will be taken for postal or non-delivery/non receipt of **Pre-Qualification Bid**.

Forfeiture of Earnest Money Deposit (EMD)

- (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- (ii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

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

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4.2 PART B – Submission of Technical Bid (In Sealed cover)

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	Criteria Details	Documents required to be submitted
1	The Bidder shall be approved/ authorized /LSP partners of OEM.	Valid OEM Authorization Letter (MAF) from Microsoft and Microsoft Licensing Solutions Partner (LSP) Certificate to be submitted.
2	Bidder confirmation to carry out the work as per scope of work	Confirmation document as per Annexure – C to be submitted.
3	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 submitted.
4	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the bid closing date.	Undertaking document as per Annexure – E to be submitted.
5	Bidder should submit the filled & signed, sealed compliance report	Compliance Report as per Annexure – F to be submitted.
6	Brief Details about the Firm	Format as per Annexure – G to be submitted.
7	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e.2017-18, 2018-19 & 2019-20) should be minimum Rs. 70,50,000.	Udyog Aadhar document to be submitted in case of MSME vendor 2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited financial statement / balance sheet (indicating turnover) for last three years. Note: In case, audited financial results of 2020-21 has not been declared by the bidder before closing date of tender, annual turnover for 2017-18 may be submitted and same shall be considered for bid evaluation.

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8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – H to be submitted.
9	The bidder/OEM must possess all valid certificates as mentioned below and should submit copies of the same: i. PAN Number ii. GST Registration details/ Certificate	copies of below to be submitted. i. PAN Number ii. GST Registration details/ Certificate

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given.
- (2) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above or missing documents by the bidder/s at any point of time during finalization of the contract.
- (3) **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 SUBMITTED AS PART OF TECHNICAL BID.**
- (4) Technical bid will be opened first subject to receipt of original DD for 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.

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4.3 PART C – Submission of Price Bid (In Sealed Cover)

Sl. No.	Description	Quantity	Quoted Price without GST
1	Desktop OS: Win 10 Pro or latest (Perpetual)	71	To be submitted
2	MS Office Std 2019 or latest (Perpetual)	700	-do-
3	SQL Database 2019 Std or latest (Perpetual)	10	-do-
4	Server OS: Win 2019 Server Data Centre version (16 Core each) or latest (Perpetual)	9	-do-
5	Server OS: Win 2019 Server Std version (2 Core each) or latest (Perpetual)	20	-do-

L1 will be arrived on package basis i.e. lowest quote received for Supply of Microsoft Software Licenses under Perpetual licensing mode:

i.e. Sum (item no 1 to 5).

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

Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

5. 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 **20.10.2021**.

Contact Name & Address:

The following officer can be contacted for any clarifications and / or bid submission:

Office of CIO

BEML Limited, BEML Soudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963141

E-mail id: anithak@cto.beml.co.in / anithak@beml.co.in

ravib@cto.beml.co.in / ravib@beml.co.in

copy to smcm@beml.co.in

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6. OTHER TERMS & CONDITIONS OF TENDER:

- a. Delivery Schedule: 04-06 weeks after receipt of Purchase Order.**
- b. Guarantee / Warranty: Perpetual License.**
- c. Terms of Dispatch: Through electronic media downloadable.**
- d. Payment terms: 100% payment on 45th day for MSEs and for others on 60th day from date of Supply of Licenses duly certified by DT Department.**

However if the Bidders not agreeing with BEML standard Payment terms, then their quotations will be suitably loaded with applicable cash credit interest while evaluating the bids.

- e. Performance Bank Guarantee**

The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 10% of the Annual 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. PBG format enclosed at Annexure - I.

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

- f. 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.
- g. Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.
- h.** BEML Ltd need not necessarily accept the lowest offer.
- i. 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.
- j. 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

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also reserve the right to review and modify the contract at any point of time during the contract period.

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

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7. 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.,

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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**

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“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.

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(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.

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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, theBank at.....

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

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

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

In witness whereof the Bank, through its authorized officer has set its hand and stamp on 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:

BEML LIMITED

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Annexure – B

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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c. The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
 - (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
 - (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
 - (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
-

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- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
 - (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
-

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(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

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

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

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address) _____

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address) _____

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Enclosure to Annexure –B

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the bidder that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

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

-----X-----

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Annexure - C

Confirmation on Scope of work

To:

The 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 for SUPPLY OF MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE. 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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Annexure - D

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the tender document for SUPPLY OF MICROSOFT SOFTWARE VOLUME LICENSES UNDER PERPETUAL LICENSING MODE, 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.

We, also hereby confirm that our team members do not connect or make any attempt to connect BEML's intranet to any external network.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - E

Undertaking

This is to certify that _____ (Name of the Firm)
has not been banned / black listed / debarred from Trade by any Central
/State Govt. Dept. / Autonomous Institution / PSUs in India at the time
of bidding.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - F**COMPLIANCE REPORT**

Sl.No.	TDC	Description	Quantity (Nos)
1.	Tender Requirement	Supply of Microsoft software volume licenses under perpetual licensing mode as e-download or paper license	
2.	Deliverables	Software key to be provided through Microsoft Account Website and sent to BEML DT Dept. mail ID office.cio@beml.co.in . Supplier should support for activation of all licenses.	
		1 Desktop OS: Win 10 Pro or latest (Perpetual)	71
		2 MS Office Std 2019 or latest (Perpetual)	700
		3 SQL Database 2019 Std or latest (Perpetual)	10
		4 Server OS: Win 2019 Server Data Centre version (16 Core each) or latest (Perpetual)	9
		5 Server OS: Win 2019 Server Std version (2 Core each) or latest (Perpetual)	20
3.	Guarantee / Warranty	Perpetual License	
4.	OEM Authorization Letter	Valid OEM Authorization Letter (MAF) from Microsoft and Microsoft Licensing Solutions Partner (LSP) Certificate.	
5.	Delivery date	04-06 Weeks from the date of Purchase Order	
6.	Terms of Dispatch	Through electronic media downloadable	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - G

DETAILS TO BE FILLED/ SUBMITTED BY THE PARTICIPATING FIRM

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

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

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

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

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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.....

Signature

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: 080-22963151 / 179 / 315

Annexure - I

FORMAT OF PERFORMANCE BANK GUARNATEE

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

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

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

----- on the terms and conditions in the said agreement.

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

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

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

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: 080-22963151 / 179 / 315

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

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

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

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

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

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

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

Date :

Place :