

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 22963179 / 22963315

TENDER No: 6300038793/2024

Date: 16.04.2024

TENDER DOCUMENT

Request for Quotation for

Redesign, Development, Hosting and Maintenance of BEML Website

<https://www.bemlindia.in>

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

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Phone : 080 22963179 / 22963315

Introduction

BEML Limited, a Multi-Technology, Mini Ratna Schedule-A Company, under the Ministry of Defence, is a leading public sector undertaking for manufacturing a wide range of Defence, Mining & Construction and Rail & Metro.

BEML Limited wishes to undertake Redesign and Development of its Corporate Website (<https://www.bemlindia.in>). The scope includes redesign, development, implementation, hosting and maintenance of the website in line with current web technologies.

Visitors to BEML website belong to a wide spectrum, and the enhancement of website must ensure to meet international standards and provide an excellent first and lasting impression on existing and prospective visitors.

By redesigning and revamping the website, BEML aims at:

- Enhancing BEML brand equity.
- Making the website a catalytic agent for the organization.
- Offering best in class Digital Experience Platform for the website customers.
- Leveraging enhanced Web 3.0 features in website.

Existing BEML Website:

- 150+ English & Hindi – Webpages.

Stages of implementation broadly include:

- Study of existing Website.
- Arriving at the design of the new website.
- To reach to a consensus on mutually convenient phases, considering Launching of new website and Minimization of disruption to existing business.
- Submission of post implementation document.
- Training for content updation on website.

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Scope of Work

Objective:

The objective is to create user experience for users which will enhance usability in the complete user-journey to reach the targeted group.

- Re-design & Develop BEML Website and further leverage by using Standard Content Management System – CMS / Digital Experience Platform – DXP.
- To ensure compliance with "Guidelines for Indian Government Websites (GIGW)".
- Responsive design (must support responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic.
- Artistic Design & Website layout, Creation of Web Graphics, Page designs Backgrounds or website skins. Optimization of graphics to ensure a fast loading web page. Edit, cropping, modification or adjustment of images needed. Ensure the usability & credibility of web pages.
- Improve User Interface (UI) & User Experience (UX).
- Improve Search Capability & Information Architecture (IA).
- Improve Content Strategy & User Engagement.
- Incorporate latest website design trends & guidelines.
- Achieve synergy & uniformity across website while ensuring scalability.
- SEO friendly website.
- Compliant to World Wide Web Consortium (W3C) and Web Content Accessibility Guidelines (WCAG).
- Website solution shall be designed in such a way to get Website Quality Certification issued by STQC Website Quality Certification Services.
- Website solution should take into consideration W3C Guidelines on Internationalization.

Technical Requirements:

The major requirements are as listed below but not limited to:

Frontend Requirements:

- Improve overall User Interface (UI) & User Experience (UX).
- Website to be hosted in Linux Server Environment.
- Incorporate latest website design trends & guidelines.
- Improve Content Strategy and User engagement.

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- Colour scheme - The colour combination of the website should enhance the branding of the authority and attract users to navigate.
 - Overall theme of the website should be consistent and appealing.
 - Use Images, videos icons, info graphs, graphical data where necessary to improve user's engagement and reduce user's effort to read heavy textual information wherever possible.
 - Navigation - The website should allow the visitors to find what they are looking for without confusion or unnecessary clicks. However, the web site should have following feature for better navigation and hold the visitors to go through much information
 - The website should display specific error message to the visitors or to the users for better understanding of the functions of the website.
 - Auto-redirection of 301 errors when pages are removed or renamed.
 - Ability to handle 404 errors.
 - Logical & Hierarchical Sitemap: The website shall help both users and search engines navigate the site easily by mapping hierarchical list of pages (with links) organized by topic.
 - Provision for users to share sharable content on social media platforms like Facebook, Twitter etc.
 - The Website content and its design should be W3C XHTML and CSS compliant.
 - Wow effects for better view.
 - Hover effects.
 - Creative banners.
 - Best designed carousels.
 - Mega menu and Mobile Menu.
 - Visually attractive and easy to navigate design.
 - Search Engine Optimization (SEO) based design strategy. Agency should provide dedicated SEO person and BEML Website should be in Popular search engines in 1st page for 25 keywords for a year.
 - To integrate easy to use content management system for easily managing overall content of the website.
 - To restructure content of the website to make it user friendly.
 - Ensure Compatibility with all general Internet browsers including legacy versions, and also viewable in smart mobile phones. New website must be flawlessly test proven on Internet Explorer latest version, Google Chrome latest version, Safari, Mozilla Firefox latest version and Macintosh Browser for ensuring browser independent structure.
 - To provide information with minimum number of clicks.
 - To utilize latest web technologies/ platform for making a good and safe website.
 - All the existing Data/ Features/ Facilities/ Links/ Applications currently present on BEML website (www.bemlindia.in) must be made available on the newly developed website, along with redesigning for ease of
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maintenance.

- It should be modular so that new sections can be easily added.
- Facility for sharing the website pages through social networking websites such as facebook, twitter, LinkedIn, etc.
- The website should provide upload functionality - new / update existing documents without any need to do any code changes / deployment.
- The website domain will be provided by BEML and shall remain the exclusive property of BEML.
- Overall and Page wise Visitor Analytic to understand how many people visited the website today and that can help to understand the curiosity of people.
- The migration of Content from old website to New Website.
- Chatbot – The website shall have chat bot functionality where the user can ask generic information.
- Blog Section.
- Discussion Forums.

Search Capability:

- Search for any keyword, documents, video, audio, images and other media types based off file names, tags, metadata and the file's text content regardless of content location and format.

Content Management System:

- Create and manage users, user groups, departments, organization, office location.
 - Define user specific Roles & Permissions to Create, Update, Delete, View, Review, Publish etc.
 - The ability for site administrators to easily edit or extend the structured authoring web pages & templates, without requiring coding or technical knowledge and provide a point-and click interface for creating and managing structured authoring templates.
 - Should be Unicode compliant.
 - Use of pre-defined templates and styles to ensure a consistent look and feel when entering and viewing content.
 - Ability to schedule content publishing & expiration date/time i.e. single piece of content component should be scheduled to appear for different lengths of time in different places.
 - Provide Version comparison & Version history.
 - Ability to recover or retrieve deleted or expired content.
 - The solution should accommodate various content types (such as .txt, HTML, PDF, MS-Word, XML, graphics, audio, rich media, etc.) in terms of storage and management.
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- Provision to create multiple choice polls that keep track of votes and display results on the page.
- Provision to create engaging Forms & Surveys and collect visitor's non-confidential data with reports and analytics capability.
- SEO metadata & keywords authoring with actionable metrics.
- Support content indexing and cross-referencing through metadata, content keyword attributes or explicit identifiers.

Analytics and Reporting

- View total visitors Count.
- View Top pages visited by visitors.
- View individual Page-wise visit counts both on English & Hindi pages.
- View individual Page sessions duration – measuring the average amount of time the visitor stayed on the page.
- Provision to view dashboards and generate reports to identify patterns and trends.
- Report on pages updated on weekly basis.
- Overall Analytics Report to be shared to BEML on weekly basis.

Other Technical Requirements:

- Website should be fully responsive and support all the browser and mobile devices.
 - Latest Google Chrome, Mozilla, Safari, IE11 and above, Microsoft Edge latest, iPhone 8 and above, iPad latest version, Samsung tab latest version, Most of all android phones.
 - Web desktop and mobile pages loading to be done less than 3 seconds.
 - The page speed will be 90% in web and mobile for all the pages.
 - Every 6 months security audit should be done and submit the report. This should be from third party for a year.
 - Dedicated project manager is required to have daily and weekly screen calls meeting and project updates during project.
 - Website has to be developed using latest technology with latest version and it should be upgraded whenever new version is released.
 - Agency should not use any theme which is used by others. It should be an innovative theme and should be validated and approved by BEML.
 - Agency should avoid any free plug-in which creates vulnerability issues.
 - Agency should provide dedicated content writer for website content creation, content updates, social media, digital marketing.
 - Website should have Chatbot.
 - All the BEML events to be managed in website.
 - Newsletter and subscription to be done, and all user should get news updates.
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- One dedicated person should be available for website updates, content upload, image, video, new features implementation, bug fixes, etc. Person should be available on all working days of BEML for remote support till the end of warranty / support & AMC period.
- 360 degree of products to be provided, wherever it is needed by BEML. BEML will provide the necessary images for 360 degree view.
- Agency should have branding team for video shoots from drone and also creates visual tour of all BEML premises for a year, if it is required by BEML.
- One person to be deputed at BEML Office for Project discussion and support till Go-Live.
- An audit trail of changes to data in the system should be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
- Ability to easily extract a full replica/copy of the site at any point in time (for backup or recovery purposes).
- All technical and user documentation in electronic form.
- BEML reserves the right to accept or reject any responses, in whole or in part, and to enter into discussions and/or negotiations with any one or more prospective bidders at the same time and/or at any time, and to terminate negotiations at any time without incurring any liability.
- Website update 99.5% with respect to coding issues.

Compliance with GIGW (Guidelines for Indian Govt. Websites):

The Government of India has launched "Guidelines for Indian Government Websites". BEML website must ensure compliance with the guidelines. Complete GIGW guidelines matrix can be downloaded from <https://guidelines.india.gov.in/>. All the guidelines must be incorporated in the new website.

Security Auditing from Cert-in empanelled Auditor:

Vendor shall conduct website VAPT audit and submit clearance certificate from Cert-in empaneled auditor before go-live. Vendor shall handle the entire process related to obtaining this certificate as a part of the development and implementation process.

To get necessary Security certificates for hosted website, for application and database from Cert-In empaneled vendor.

To host the website using Secured Socket Layer (SSL). The security certificate from Government certified Indian CAs for the website will be provided by BEML. The design of website should be done in such a way, that it utilises all the features of SSL, and integration of SSL with website should be done by the Vendor.

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Careers Page:

- To have Current recruitment / Shortlisted Candidates / Results / Download Forms sections with scrolling links.
- Search options based on parameters like Manufacturing Division, Type of recruitment, Last date of application, etc.
- Recruitment Advertisement must be automatically removed from the website the submission deadline is over.
- Provision to have videos like testimonials, feedback, etc.
- Currently, there is no payment gateway facility with BEML for collection of recruitment registration fee. However, whenever BEML is ready with the facility, bidder should carry out the Integration with Payment Gateway.

Photo Gallery / Media Gallery / Slide Show:

An advanced Photo gallery should be developed to allow user department to publish best quality photos in the website. Some of the unique features of Photo gallery should be:

- a. To allow uploading of Image Name, Image, Image Description and Meta tags for each image.
- b. Should have facility to view/add/edit/delete Images in JPEG, GIF and SWF format.
- c. Should be accessible across all browser types, and on all different resolutions.

Video:

High Resolution Video (along with audio) provision should be made. Administrator should be able to browse and upload multiple video files.

Tender Section:

Division wise tenders to be provided along with Archive of old tenders. Separate credentials to be given to purchase groups to publish the tenders pertaining to them.

Bilingual Development of Website (English & Hindi):

- Website must be developed in both English & Hindi. All the existing Hindi pages must be made available in the newly developed website.
- The front-end website as well as the backend administrator panel must be made compliant to handle the bi-lingual requirements.

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- By default website should display data in English. Option must be made available on the home page for changing the language of website to Hindi. There must be a smooth transition between English and Hindi versions.
- When Hindi icon is clicked, the website should lead to current page in Hindi, and all the links/menus should also be redirected to Hindi.
- Administrator should be allowed to enter content for all the CMS Pages separately in English & Hindi.
- Hindi section of the website must also be easily updatable and Hindi content must be browse able on all platforms and all browsers without any distortion and errors.
- Website should support UNICODE Hindi Fonts.

Archives Management:

- It must be ensured that the expired contents are automatically removed from the main website.
- There must be an Auto Archival System available on the Website, which shall transfer the expired content in archives section as soon as content reaches expiry date. Archives section must be preserved for referencing any old data. Facility for Administrator to retrieve the archive and republish.
- Archived Data must be available for each page (including home page) along with search option to search old data between two given dates.
- History to be maintained for 3 years with respect to Careers, Tender, News Release pages.

Site Search Facility:

- Site search shall allow users to do keyword / Full Text search in site.
- It shall lead to links of all the pages in which keyword is found on the search result page.
- Facility to enable search from content of uploaded files, content of webpages, database search as configured by Administrator.

Feedback Management System:

- This shall help user department in collecting feedback from website visitors.
 - To develop an online form for collecting feedback from website visitors.
 - All the feedback data should be emailed to the administrator / designated officer's email ID.
 - A copy of all the feedbacks received should be stored in Website Database on the server for subsequent review by the administrator.
 - "Contact us": Form to be created, with email sent to concerned official in BEML, whenever forms are submitted.
 - "Complaints" Forms: Forms to be created for each business unit, with email sent to concerned official in BEML, whenever forms are submitted.
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Social Media Pages:

Facility for sharing the website pages through social networking websites such as Facebook, Twitter, LinkedIn, You Tube, etc. should be incorporated in the website page design.

Other Applications to be linked on new BEML website:

1. Post Superannuation Medical Scheme (PRMS):

Post Superannuation Medical Scheme (.Net application) for both Executives & Employees present on BEML website must be linked to the new website and maintained by the bidder. Any minor and major change requests related to PRMS application / database is also a part of this scope and to be addressed by the vendor.

Currently, there is no payment gateway facility with BEML for the post superannuation medical scheme payment transaction. However, whenever BEML is ready with the facility, bidder should carry out the Integration with Payment Gateway for the application.

2. Online Vendor Registration:

Online Vendor Registration Form present on BEML website must be linked to the new website and maintained by the bidder. Any minor and major change requests related to Vendor Registration application / database is also a part of this scope and to be addressed by the vendor.

3. In addition to the above, vendor should be responsible to design and develop new requirements that may arise in future.

Terms and Conditions of the Warranty / AMC

Scope of work: Maintenance and updation of official website of BEML.

This will include:

- The website should be maintained secure and bug-free.
 - The content given by BEML should be posted in the website at appropriate locations, attachments have to be uploaded through FTP / CMS software. This will include adding, editing and / or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.
 - Adding, editing, removing and installing any scripts, programs or software to the existing website, provided it does not change the overall design or look of
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the site.

- If at any time, problems are observed, like slowness of web pages, links not working, security issues being faced, the vendor has to co-ordinate with the server hosting provider and carry out necessary changes in the web package to resolve the issues.
- Regular housekeeping such as removing old articles, removing the time-bound data after its validity is over as indicated by BEML.
- This includes checking internal and external links, online forms, search facilities, site maps and any dynamic functionality. Check for and fix any broken links. Check for poor or fading images and replace as required. Monitor the website regularly and upon our request. Record of work done should be submitted to BEML on weekly basis in the form of a log sheet.
- Ensure that the website is secure and bug-free and protected against hacking and defacement of the website. In the event of any hacking, corrective action will have to be undertaken irrespective of the time of day since the website is seen by customers / partners all over the world in all time zones.
- All passwords / Username / Content: These are to be kept confidential and any copies should be destroyed immediately after posting on our server and should not be utilised at any other place / website. Local copies made in vendor premises for testing / development / troubleshooting should also be destroyed.
- Hindi updation: Hindi updates have to be done at the same time as the English updates.

AMC for 2 years : During the AMC period, in addition to the services rendered during the Warranty / Support period, the following services shall also be provided:

- To run the website on the current software version.
 - Updating the patches, minor version upgrades.
 - Updation of Flash images, Website layout changes, etc.
 - Any other support to be given for cases, where BEML persons are not able to update themselves.
 - Annual maintenance including onsite technical support on need basis.
 - Updates for all components.
 - Product patches and bug fixes.
 - Product / Version upgrades and updates.
 - Technical support on a 24/7 basis.
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General Terms and Conditions

The Techno-Commercial offer is being solicited to develop the BEML website as per the following Terms and conditions:

Delivery Period:

- a) Home page to be designed and hosted of the website live on 10th May 2024.
- b) The design, development and hosting of the remaining website pages live should be completed within 3 months from the date of award of the contract with user acceptance.

Contract Period / Technical Support: One year from the date of Go-Live with additional two years AMC.

Training and Support: The bidder must undertake,

- a. After full development, before commencement of new website, vendor shall provide one time onsite training to be conducted at BEML. The training should include basic training, maintenance, troubleshooting. The bidder must provide training to BEML personnel to upload the contents, provide menu links, update product details, photographs, news, HR portion, Vigilance portion, Hindi translated content uploading. The bidder must provide training on administration of the user credentials, reading and analyzing logs, so that the users can attain adequate expertise to manage the systems independently.
- b. User and Technical Documentation: The bidder will be required to supply adequate number of sets of User and Technical documentation. This includes any specially designed help package / technical & user manuals or e-Learning package. Bidder is required to specify the form and content of Technical documentation that will be supplied.

The successful vendor will sign a Non-Disclosure Agreement with BEML and other agreements, if any, as per the IT policy of BEML.

Payment Terms:

Payment will be made on the 60th day after go-live duly certified by the user department.

Payment for AMC will be paid quarterly in arrears on user certification.

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Submission of the Proposals:

The Bidders should submit their Bids in three Parts as mentioned under:

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 technical queries, you may send the same by e-mail to anithak@bemltd.in & copy to lakshmana.murthy@bemltd.in

The last date for submission of the bid is on or before 23.04.2024 @ 14.00hrs.

This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (In manual/ online mode)

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

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

PART A – Pre-Qualification Bid (Submission of EMD)

Earnest Money Deposit (EMD):

EMD amount of Rs 40,000/-(Rupees Forty thousand only) can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

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

i) Open the following link:

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

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

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

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

v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 40,000/-.

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

Payment of EMD amount through DD / Banker's Cheque :

- EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.40,000/-** drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300038793 dated 16.04.2024, Closing date 23.04.2024 Time 14:00 Hrs** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Executive Director (Corporate Materials)

BEML LIMITED., Room No.1

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar, Bangalore – 560 027

KARNATAKA, India

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

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

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment 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. 40,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) 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 / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc 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. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e 23.04.2024 @ 14.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

Terms and Conditions

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

Price should be quoted in Indian Rupees only

FAX/EMAIL quotations not accepted

Indicate all applicable taxes and duties separately

Performance Bank Guarantee: The Successful bidder is required to submit Performance Bank Guarantee for 5% of the Purchase Order (PO) value drawn from Public Sector Bank Valid for a period of 18 months from the date of PO to be submitted within **30** days of placement of PO. EMD will be returned after receipt of Performance Bank Guarantee.

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Validity of quotation: 90 days from the date of opening of the tender.

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

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

Liquidated Damages: 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.

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

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

Incomplete offers are liable for rejection.

Offers not confirming to the above terms are liable to be ignored.

Kindly Note:

- a) If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of all taxes.
- b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

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PART-B - Format for Technical Bid (in e-mode)		
Sl. No.	Criteria Details	Documents required to be uploaded in Collaboration folder
1	Brief Details about the Firm	Annexure-A to be uploaded.
2	The vendor should have proven experience in UI/UX Design & Development of Website and maintenance (minimum 3 years)	Please provide Order copies proving 3 years of experience
3	The vendor must have successfully completed at least 3 (Three) jobs of website development of value more than Rupees 5 (Five) Lakh in the previous three years.	Please submit order copies of the same.
4	List of client websites developed in last 3 years.	Details to be submitted.
5	The vendor should have a dedicated team for web development and maintenance on its payrolls for more than one year.	Resumes of the members to be submitted.
6	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2020-21, 2021- 22 & 2022-23) should be minimum Rs. 6 Lakhs.	Copies of audited balance sheet (indicating turnover) for last three years shall be provided.
7	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Annexure-C to be uploaded.
8	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 date of tender Closing date.	Undertaking document as per Annexure-B to be uploaded.
9	Special Conditions arising out of implementation of GST Tax Indemnity clause.	Annexure-D to be signed and uploaded.
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: <ul style="list-style-type: none">• PAN Number• GST Registration details/ Certificate	Please upload copies of registration certificates and copy of PAN card.

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PART – C - Format for Price Bid (in e-mode)

Sl. No.	Item	Quote (in Rs.)
1	Design, Development and Implementation of www.bemlindia.in along with One year warranty / support period from the date of Go-Live.	Rates to be entered in SRM System only.
2	Annual Maintenance Contract for maintenance and updation of BEML website for two years after the expiry of warranty / support period.	

Evaluation Process:

- I. BEML will constitute a Technical Committee to evaluate the responses of the Bidders in QCBS Method.
- II. The Technical Committee constituted by BEML shall evaluate the responses to the RFQ and all supporting documents / documentary evidence. Inability to submit/upload requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Technical Committee in the evaluation of responses to the RFQ shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- IV. The Technical Committee may right to seek clarifications from the bidder/s for the documents already uploaded by the bidder/s at any point of time during the Technical evaluation if required.
- V. The Technical Committee reserves the right to reject any or all proposals on the basis of any deviations.

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Quality Cum Cost Based Selection (QCBS) Evaluation Criteria

- i. The broad criteria for evaluation of the bids would be a Quality cum Cost Based System (QCBS) as follows:

Sl. No.	Particulars	Item	Percentage (Weightage)
1	Level-I	Technical Bid Evaluation	70%
2	Level-II	Commercial Bid Evaluation	30%
3	Level-III	Combined Evaluation of Technical & Financial Bid	-
		Total	100%

- ii. The bidder should score technical score more than or equal to 70 marks out of 100 in the technical bid evaluation process to be qualified for commercial evaluation.
- iii. The score of the bidder, as per the documents submitted, shall be allotted by Evaluation committee constituted by BEML and its decision will be final.
- iv. Only those bidders that have achieved qualifying technical score more than or equal to 70 marks out of 100 will be treated as Technically qualified and only their financial proposals will be opened.
- v. After opening and evaluating the financial proposals of technically qualified bidders, a Relative Technical Score (RTS) & Relative Financial Score (RFS) shall be arrived based on the formulas.
- vi. **Level-I : Technical Bid Score** : The Relative Technical Score(RTS) of the Bidder shall be derived as under :
- a) $RTS = (TS / HS) * 100$ where,
RTS = Relative Technical Score.
TS = Technical Score obtained by concerned Bidder.
HS = Highest Technical Score obtained among all the Technically Qualified Bidders.

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-
- vii. **Level-II : Evaluation of Financial Bids** : The Financial Bids of the Bidder, who are Technically Qualified shall be considered to determine Relative Financial Score (RFS) and shall be derived as under :
- a) $RFS = (LFB / QFB) * 100$ where,
RFS= Relative Financial Score.
LFB= Lowest total quoted Financial Bid per year among all the Technically Qualified Bidders
QFB = Total Quoted Financial Bid per year by concerned Bidder
- viii. **Level-III : Combined Evaluation of Technical & Financial Bid** : A Final Composite score shall be arrived as per the following formula based on the weightage mentioned in *Table-7*
- $$\text{Final Score} = (\text{RTS} \times 70\%) + (\text{RFS} \times 30\%)$$
- ix. The proposal with the **Highest Final Score (quality and cost)** as per the predefined formula shall be declared as the **“Selected Bidder”**.
- x. In the event that there are 2 or more bidders having the same weighted composite score after technical and financial evaluation, the bidder securing the **Highest Relative Technical Score (RTS) will be declared as “selected Bidder” for award of the Contract.**

Technical Evaluation Criteria

- i. Bidder Should score Technical Score more than or equal to 70 marks out of 100 in the Technical Bid evaluation process to be qualified for commercial evaluation.
- ii. The score of the bidder, as per the documents submitted, shall be evaluated by Technical Evaluation committee constituted by the BEML and its decision will be final.

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Technical Evaluation Criteria is carried out as mentioned below:

Sl. No.	Criteria Details	Documents required to be submitted	Marks
A. DOCUMENT SUBMISSION			
1	Brief Details about the Firm	Annexure-A to be uploaded.	5
2	The vendor should have proven experience in UI/UX Design & Development of Website and maintenance (minimum 3 years)	Please provide Order copies proving 3 years of experience	15
3	The vendor must have successfully completed at least 3 (Three) jobs of website development of value more than Rupees 5 (Five) Lakh in the previous three years.	Please submit order copies of the same.	10
4	List of client websites developed in last 3 years.	Details to be submitted.	10
5	The vendor should have a dedicated team for web development and maintenance on its payrolls for more than one year.	Resumes of the members to be submitted.	5
6	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2020-21, 2021- 22 & 2022-23) should be minimum Rs. 6 Lakhs.	Copies of audited balance sheet (indicating turnover) for last three years shall be provided.	5
7	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Annexure-C to be uploaded.	5
8	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 date of tender Closing date.	Undertaking document as per Annexure-B to be uploaded.	5
9	Special Conditions arising out of implementation of GST Tax Indemnity clause.	Annexure-D to be signed and uploaded.	5
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: <ul style="list-style-type: none">• PAN Number• GST Registration details/ Certificate	Please upload copies of registration certificates and copy of PAN card.	5

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B. PRESENTATION		
11	<p>Bidder to showcase the following as a part of the presentation keeping in mind of the requirements shared in this tender document:</p> <ul style="list-style-type: none">▪ Home Page Design <p>(https://www.bemlindia.in)</p> <ul style="list-style-type: none">• One Internal Page Design <p>Date of Presentation : Tentatively on 25th April 2024</p> <p>Mode of presentation will be online through VC / offline at BEML Corporate Office</p>	30

General Terms and 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.

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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

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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

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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.

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(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.

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Bid No : 6300038793 dated 16.04.2024

Annexure - A

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- 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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Phone : 080 22963179 / 22963315

Bid No : **6300038793** dated **16.04.2024**

Annexure - B

Undertaking

To:

Executive Director (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the tender document for **Redesign, Development, Hosting and Maintenance of BEML Website**, 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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Bid No : **6300038793** dated **16.04.2024**

Annexure - C

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: _____

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Phone : 080 22963179 / 22963315

Bid Ref No: 6300038793 dated 16.04.2024

Annexure-'D'

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

Tax Indemnity clause

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Phone : 080 22963179 / 22963315

Bid Ref No: 6300038793 dated 16.04.2024

Annexure-‘E’

Bid Security Declaration

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____