

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. FAX: 080 22963283.

Ref: CM/HIRING/DESKTOP/2022

Date: **22.06.2022**

TENDER DOCUMENTS

Request For Proposal (RFP) for hiring Computers (Desktops / Laptops with Mouse) with the requisite Software & support systems including unmanned Switch Port, LAN Wire (UTP Cables), WIFI Routers, USB Cables, Electrical Junction Boxes, Desktop Camera with inbuilt Mic, Desktop Speakers, Desktop Overhead Headphones with inbuilt Mic facilities for conducting On-line promotion Test (OPT), Workshops, Computer Training, Meetings etc at BEML Locations for 2 years & extendable by 1 more Year.

Request for Proposal (RFP) for:

- a) Supplying of Desktop Computers / Laptops with the requisite Software at various BEML Locations on Hiring basis
- b) Supplying necessary Ancillaries required for smooth operations of the above Desktop Computers / Laptops in a connected manner at the Venue.
- c) Providing Service Engineer for taking care of Desktops / Laptops per day basis as per requirement at various locations.
- d) Any other related matter

Tender Closing Date and Time 04.07.2022 @ 14.00 Hrs

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Table of contents

General Information

BEML Limited, diversified Indian Multinational, supplying Global standard products to the Sectors such as Defence & Aerospace, Mining & Construction, Rail & Metro is known for its competitiveness, in-house R&D, cost effective & creative solutions to the customers. BEML is poised for tremendous growth by leveraging its Technological capacity & Human capability. BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore. BEML has wide Marketing network, spread across the country.

The company intends to invite Bid Response from the interested and competent vendors to supply Computers (Desktops / Laptops with Mouse) with the requisite Software & support systems including unmanned Switch Port, LAN Wire (UTP Cables), WIFI Routers, USB Cables, Electrical Junction Boxes for conducting On-line Promotion Test, Workshops, Computer Training, Meeting etc on hiring basis, for a period of 2 years & extendable for 1 more Year.

BID SUBMISSION PROCESS

Bid response is invited in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bid. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website ().

The last date for submission of the bid is on or before 04.07.2022 @ 14.00 Hrs.

This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e., Submission of EMD (Earnest Money Deposit through online mode or through manual mode)

Part B – Technical Bid i.e., Submission of Technical Bid

Part C – Commercial Bid i.e., Submission of Price Bid

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

Earnest Money Deposit (EMD): EMD amount of Rs. 14,000/- (Rupees fourteen thousand only) can be paid on-line or can be submitted in the form of Demand Draft / Banker's Cheque.

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.14,000/- 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 / Bankers Cheque:

a) EMD in the form of Account Payee Demand Draft (DD) / Bankers Cheque for Rs. 14,000/- drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

b) The above said Demand Draft DD / Bankers Cheques/ EMD Exemption Certificate/ online payment shall be submitted in Sealed envelope duly superscribing the **Ref: CM/HIRING/DESKTOP/2022 dated 22.06.2022. Closing date 04.07.2022 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. 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,

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Bangalore – 560 027

KARNATAKA, India

Please attach the details duly filled-up for refund of EMD amount as appended below: 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	

EMD lesser than Rs. 14,000/- will not be accepted and the quotation is liable to be rejected.

- d) EMD of technical disqualified bidders 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 / Bankers Cheque or NSIC certificate, MSME Certificate (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. **04.07.2022 @ 15:00 hrs**
- i) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption / online payment.
- j) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.

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- k) Quotation submitted online without receipt of EMD in-time will not be considered.
- l) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- m) 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 the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
 - (iii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

Note: Successful Bidder is required to submit Performance Bank Guarantee for 3% of tender value drawn in Nationalized Banks/ scheduled Banks valid for 25 months

PART B – Submission of Technical Bid (Through manual mode)

Please submit the following documents as part of Technical Bid.

The following **documents signed with company seal** are to be submitted through manual mode.

1. You are requested to submit the documents indicated in the eligibility criteria.
2. General Data in respect of your company as per Annexure "A"
3. Undertaking as per Annexure "B"
4. Undertaking as per Annexure "C"
5. Annexure "D" : special terms and conditions for GST

Note:

1. **Technical bid will be opened first subject to receipt of original Demand Draft / Exemption Certificate for EMD.**
2. **The Bidders must ensure that the documentary proofs to substantiate clauses given in this Tender, without which the bid is liable to be rejected.**

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3. **Relevant documents are to be meticulously submitted by the bidder and the bid will not be considered if any of the documents is not submitted.**
4. **Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.**
5. **BEML reserves the right to seek clarifications/missing documents from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.**

PART C – Submission of Price Bid (Through manual mode)

Commercial Bid: Price bid to be submitted as per the format through manual mode. Kindly quote unit rate per item.

Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered.

Bidder has to quote basic price and applicable GST.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

BACKGROUND:

BEML continuously conducts various Workshops, On-line Promotion Tests, Assessment Centres, Training programmes, Induction Programmes, Meetings etc. at various BEML Locations. These require Computer Systems, to be installed with complete Support systems of Electrical Switches & Wiring, Power supply, UPS, LAN Systems, pre-loaded Software etc. in the assigned Locations.

Based on the above, the following scope of work is detailed below:

SCOPE OF WORK:

BEML intends to indicate its requirements hereby with respect to Hiring of Desktops Computers / Laptops with Mouse (with optical mouse and Keyboards) along with the all related ancillaries including UPS, Networking devices such as Switch Port, LAN Wire

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(UTP Cables), WIFI Routers, USB Cables, Electrical Junction Boxes, etc., Desktop Speakers, Desktop Camera with inbuilt mic, Desktop Overhead Headphones with inbuilt mic and etc.

A. The **Desktops Computers / Laptops** must have following hardware configurations and software installed:

1. Hardware Specification:

- a. Processor – Core i3 5th Gen or above / AMD Ryzen 3 3100 & Above
- b. RAM – 4 GB or above
- c. HDD – 250 GB & above / SSD – 125 GB or above
- d. Monitor size – LED/LCD - 18.5 inches or above

2. Software

I. Specification:

- a. Operating System – Windows 10 onwards
- b. MS Office Suite – MS Office 2019 onwards
- c. Acrobat PDF Reader
- d. Latest version of Google Chrome / Mozilla Firefox Browsers
- e. Updated Windows Defender or Updated Anti-Virus Software
- f. Admin Software to disable the access of Software such Calculator, Notepad, Word pad, Internet Access, Block/Unblock the USB Ports, Bluetooth access etc (if required by BEML).
- g. Any other software requirements related to the Event

II. BEML also need specialised software for specific Training and Activities like SAP training, Photoshop, AutoCAD, Cyber Security, My SQL etc along with the requisite Hardware support / Desktops / Laptops with the needed RAM, Additional Graphic Cards etc.

III. The vendor must ensure the necessary Software licenses and litigation on the same, the cost and the actions thereof has to be borne by the Vendor.

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3. The agency is required to supply these Desktop Computers / Laptops and its related ancillaries to various BEML Offices/ Manufacturing complexes, as per the List enclosed (**Annexure – E and F**).
4. The Desktop / Laptops must reach and installed & be ready at least one day before the scheduled Programme starting date & would be required to be remained installed till the closing Date of the Programme, as per the intimation to be provided by BEML to the Vendor.

The Locations are enlisted in **Annexure E and F, which will be under Price Points i.e., Bangalore, Calcutta, Delhi and Mumbai.**

5. BEML being a Defence Organization under Govt. of India, the agency must adhere to the confidentiality clauses of BEML including the DATA loaded/used on the Hired Desktop Computers / Laptops.
6. The Agency must handover the data of Hired Desktop Computers / Laptops, if asked by BEML Limited otherwise Format the All Data before the collection of Hired Desktop Computers / Laptops. The Hired Desktop Computers / Laptops should be formatted and VIRUS Free at the time of delivery.
7. One Technician, fully competent to handle all the Hardware & Software requirements at the Venue needs to be deputed by the Service Provider for installation and running the Desktop Computers / Laptops at BEML Location/s and will be available at BEML Location, **as per the requirements and instructions of BEML with respect to no. of days, timings etc. of the deployment of the said Technician, location etc.**
8. **BEML will hire minimum 05 Nos of Desktop Computers / Laptops for the minimum period of 10 days.**
9. In case of any Desktop Computers / Laptops or other peripheral is failing, the vendor is required to replace immediately with the proper machine. For this purpose, the Vendor is required to ensure additional/standby Desktop Computers / Laptops other peripherals for un-interrupted operations.

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10. The Vendor must ensure **necessary insurance** is in place to mitigate the risk during the Transportation, Commissioning, Operations etc. of the Desktop Computers / Laptops, Headphones, Speakers, Desktop Camera etc. which must cover any theft, Fire, other damages/losses etc.

11. The Vendor is required to integrate any software provided by BEML for the usages during the Programmes. Also, the linkages with BEML Server etc has to be executed by the Vendor's personnel.

12. The Vendor also needs to provide the requisite no/s of Desktop Camera with in-built Mic, Speakers, and overhead headphones with in-built Mic, as per the BEML and the Programme requirements.

NB : 1 : Please note that BEML will have the right to decide and inform the Vendor its requirements -in full or part thereof (under A as above) and utilise and pay accordingly , as per the Purchase order placed for the purpose.

NB : 2 The Bidding Vendor may decide to hire any equipment / software / parts, peripherals etc(in part or in full) from other sub-Vendors/ Suppliers/license holders etc. to ensure right equipment are available at the specified Venue/s (including up-country locations/manufacturing locations), at the right time and in the right conditions as per the BEML's requirements. However, the Vendor will be the Single-window contact for BEML who has to ensure that the supply is done to BEML within the agreed PO Rates. BEML will not be responsible, whatsoever, for such third-party activities, including any loss, damages, etc. The Vendor has to take care of such areas, by himself only.

NB: 3: The vendor is required to supply the items (reference Scope of work) under A at various BEML locations (As per Annexure – F). For this purpose and for the pricing points /Quotes, BEML has categorised all the locations under 4 Heads viz, Bangalore, Mumbai, Delhi & Kolkata representing the States – as per the list (As per Annexure – F). The Bill and the payment will be done based on these 4 price points, irrespective of the locations under the said 4 zones.

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Technical Bid- (To be submitted through manual mode in a separate envelop cover indicating technical bid on the top of the cover)

- (a) Please submit the following documents as part of Technical Bid.
- (b) Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.
- (c) The bidder should have the following minimum qualifications:

Ref. No.	Particulars	Details to be submitted by firm
	Mandatory Documents	
1	Brief Details about the Firm	Please submit filled-in format as per Annexure-A
	The following Documents/ details to be furnished/ uploaded	
2	Bidder should have a local office in Bangalore. Contact details along with Local address to be provided	Details to be submitted.
3	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2018-19, 2019-20 & 2020-21) should be minimum Rs. 1 Lakh.	2018-19 Rs. 2019-20 Rs. 2020-21 Rs. Copies of Accounts documents shall be uploaded in the collaboration folder.
4	The bidder must possess all valid certificates as mentioned below and should upload copies of the same: a) PAN Number b) GST Registration details/ Certificate	Please submit duly signed copies of i. PAN Number ii. GST Registration details/ Certificate

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5	List of the Companies/Firms where similar services are provided.	Please submit the list of such Firms/Companies with the details of the contact person, Mobile nos, Purchase Order, Work completion certificate and Bills etc as a proof of work for the Year 2018-19, 2019-20, 2020-21.
6	An undertaking is to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India.	Undertaking document as per the Annexure – B to be submitted.
7	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – C to be submitted.

Note:

- a. The Bidders who do not fulfil any or all of the above technical parameters/ Conditions or forward incomplete information shall be summarily rejected and will not qualify technically.
- b. The Bidders must ensure that the relevant documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- c. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). An offer with price details either in Pre-Qualification Bid (under part A) or in the Technical Bid (under Part B) will be rejected.
- d. The price bid will be opened only for those bidders who meet the qualifying requirement (i.e. as per Technical Bid).
- e. Technical bid will be opened first subject to receipt of original DD for EMD.

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Price Bid – (To be submitted through manual mode in a separate envelop cover indicating commercial bid on the top of the cover)

a. The price quoted for the assignment shall be a lump sum price for each module and AMC as per the details provided in the format as below. No other charges will be paid extra. Taxes /duties will be paid as applicable.

b. L1 will be arrived as:

$$L1 = (1) + (2) + (3)$$

Note. –

1. Whereas, the point no. 1, 2 & 3 are enumerated (along with its sub points) under scope of the work ref. no. Pg. No. 7 - 10.

2. The Service Provider are notified herewith that BEML reserves the right of choosing or dropping any of the areas under 1, 2 & 3 or its sub-points thereof without assigning any reason to the Service Provider, as per BEML's requirements.

3. In the event of Service Provider utilizing / hiring etc., any third-party software, the cost, Licence fee etc., has to borne by the Service Provider and price bid must include all such cost, as applicable.

PRICE BID TEMPLATE

Module	Module Details	Bid Price (In Rs)
1	Hiring of Desktop Computers / Laptops Cost (with Loaded MS office etc., as detailed above)	As per Annexure E
2	Days of Hiring	As per Annexure E
3	Additional requirements (based on the needs BEML may choose to activate any/all the options, as follows)	

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a	Cost for specialised/specific Software requirements -Lot basis in line with the Market Rate	As per Annexure E
b	Specialised Graphic Cards – 4GB or Above	As per Annexure E
c	Additional RAM – 8GB or Above	As per Annexure E
d	Desktop Computers / Laptops Camera with inbuilt mic	As per Annexure E
e	Desktop Computers Speakers	As per Annexure E
f	Desktop Computers Overhead Headphones along with mic	As per Annexure E

Module	Module Details	Bid Price (In Rs)
4*	General Requirements (based on the needs BEML may choose to activate any/all the options, as follows)	
a	Peripherals– cost per day per no. wise	As per Annexure E
b	Technician for Desktop Computers / Laptops – Cost per day wise	As per Annexure – F

*Note:- Reference to '4' above, the L1 will be evaluated based on the least price quoted against all the slabs as a total.

- a. Price bid of only technically accepted offers will be opened.
- b. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.
- c. Bidder has to quote for all the line items in SRM, else their bid shall be rejected.
- d. GST as applicable shall be payable extra. **GST should not be included in the bid price.**

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EVALUATION OF BIDS:

Envelopes received as per Pre-Qualification Bid (Part-A) above will be opened first and subsequent to realization of Demand Draft / Banker's Cheques towards EMD, technical evaluation of those bids will be carried out. Bidder is to ensure compliance of all provisions of the Tender document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection. Price bids of such bidders, whose technical bids are qualified as per tender terms, will be opened for further processing.

RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:

The Company reserves the right to reject & accept any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action.

UNDERSTANDING OF BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

PERIOD OF VALIDITY OF BIDS:

- (a) Bids shall remain valid for 120 days from the date of bid closing
- (b) In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

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PAYMENT TERMS & CONDITIONS:

90% of the PO value shall be paid on completion module, Go Live of the software and certification from the user department. Balance 10% shall be paid on submission of Performance Bank Guarantee (PBG) equal to 10% of the PO value as specified in subsequent paragraphs.

PERFORMANCE BANK GUARANTEE (PBG):

The successful bidder shall furnish PBG from any Indian Public sector bank equal to 3% of PO value valid for 18 months from the date of Go Live. The PBG shall be returned, without interest, after completion of the 18 months.

Liquidated Damage (LD) Clause: -

LD applicable shall be @ 0.50% per week or part thereof subject to a maximum of 5% of the value of undelivered quantity out of the scheduled quantity for delayed supplies beyond mutually agreed delivery date. GST at applicable rates shall be charged extra on the liquidated damages recovered.

OTHERS:

- a. After awarding the contract to the Service Provider, if the related documents furnished are found to be incorrect or false or fake, the Service Provider forfeits its EMD & such Service Provider's orders will be cancelled without any notice, apart from initiating legal action.
- b. BEML reserves the right to cancel any of the modules or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.
- c. The name and address along with seal of the authorized representative of the Service Provider who will be interacting in future has to be furnished.
- d. Technical Bids will be opened first in the system and the Price Bids of the Pre-qualified bidders only will be opened in the system subsequently.
- e. Fax/email quotations are not acceptable.
- f. The terms "Supplier" & "Purchaser" refers to Consultant/ Service Provider & BEML respectively in the General terms & Conditions.

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IPR & RIGHT TO USE WILL REMAIN WITH BEML

The Intellectual Property Right (IPR) & Right to use of Data of the Desktop Computers / Laptops will be exclusively with the BEML. The Service Provider will hand over the Data (if asked) and Format/Erase all Data before collection of Hired Desktops.

AVAILABILITY FOR WORK:

Apart from the weekdays, the services should be available on Saturdays/Sundays.

RISK PURCHASE CLAUSE:

In case of non-performance of the contract, BEML Ltd., will have an option to avail the services of alternate service provider at your risk and cost apart from recovery of Liquidated damages.

CONFIDENTIALITY:

Bidders shall not divulge any information related to the tender/contract to any person or Service Provider without permission from BEML. In any such event the contract will automatically stand cancelled with immediate effect. To this effect, successful bidder shall execute an undertaking.

TERMINATION:

BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and encash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

On the subject, the agencies track record of adherence to timelines of development & go-live of modules, adherence to SLA, quality of work, users' feedback etc., will be considered.

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GENERAL TERMS & CONDITIONS:

1. DEFINITIONS & INTERPRETATIONS:

- 1.1 The "Purchaser" means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 'Bidding Organization' means Organization / Service Provider/ Company etc. with whom the order for execution of this assignment is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the vendor.
- 1.3 "Parties to the Contract" shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 "Tender" means and includes quotation, invitation to tender and all other documents like specifications, Annexure etc that form part of this tender document.
- 1.5 "Acceptance of Tender" means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract" means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, Scope of work, Annexures as enclosed and other condition specified in the acceptance of tenders and if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Words in singular include the plural & vice-versa.
- 1.8 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Service

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Phone : 080 22963179 / 22963315. FAX: 080 22963283.

Provider, company or associations or body of individuals whether incorporated or not.

- 1.9 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

2. GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF SERVICES (e-mode)

2.0 The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender

2.1 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in TWO-BID system. (Technical Bid & Commercial Bid)

2.2 Bids should be submitted online in BEML SRM e-Procurement platform only. Bidders should have a valid Class III Digital Signature Certificate issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system. Interested bidders can contact us through email: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

OTHER INSTRUCTIONS

3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:

- a) The Service Provider should submit their Bids through manual mode
- b) The Bidder should submit all the documents along with respective supporting documents which is specified as Technical Bid.
- c) If the bidder has not provided the document which is specified their offer is liable for rejection.
- d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.

BEML LIMITED

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4.0 INSTRUCTION FOR SUBMISSION OF PRICE BID:

- a) The Service Provider should submit their Bids through manual mode
 - b) The Bidder should submit the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
 - c) Only GST registered Service Provider needs to quote. Service Provider has to update registered GST details in BEML SRM website to submit quotation (non-local vendors).
- 4.1 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
 - 4.2 BEML reserves its right to reject any incomplete bid submitted.
 - 4.3 The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original Tender Document only at BEML website/ SRM Portal**, Validity of bids submitted shall be deemed to be extended accordingly.
 - 4.4 BEML may decide to scrap the tender/re-float the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
 - 4.5 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
 - 4.6 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or

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Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.

- 4.7 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such Service Provider at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 4.8 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
- 4.9 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 4.10 The Notice Inviting Tender is not an offer or a contract.
- 4.11 Proposals become BEML's property.
- 4.12 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.13 BEML is not obligated to contract for any of the services described in the Notice Inviting Tender
- 4.14 BEML's decision is final for Evaluation of the offers.
- 4.15 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.16 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 4.17 In case any person/persons, Company, Service Provider, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's **orders are not eligible** to participate in this tender.

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- 4.18 If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 4.19 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.
- 4.20 Late / Un-Solicited offers will be rejected.
- 4.21 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 4.22 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.23 We request you to submit your lowest non-negotiable best competitive price.
- 4.24 The quoted prices should be Service Provider and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
- 4.25 No representation would be entertained on any error(s) if found in the Tender Documents. However, Service Provider(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The Service Provider's time and expenses has to be borne by Service Provider(s).

5.0. PRICE BID VALIDITY: In view of Covid Pandemic, the Bid should be valid for 120days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

6.0 The Bidding Organization shall furnish the details as per the **Annexure-A to D** with the supporting documents in the Technical Bid. Non-submission of the proof would lead to disqualification.

7.0 SERVICE EFFECTIVENESS & TIMELY DELIVERY:

BEML LIMITED

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It is expected that the Organization & its resources will deliver the required services under the Scope of Work as enumerated in this Tender Enquiry with due effectiveness and within the given time frame.

The Service Provider must ensure appropriate risk assessment and risk mitigation mechanism to ensure no loss of BEML's goodwill, time, resources, etc. As a GoI Ministry of Defence Organization, BEML is to ensure governance of these processes are proper and the Service Provider must take all necessary steps to ensure the same.

8.0 AUTHORITY OF PERSONS SIGNING DOCUMENT:

A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

9.0 Evaluation of Tenders:

9.1 Bids are opened on the stipulated due date and time mentioned in the tender.

9.2 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

9.3 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

9.4 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.

9.5 BEML reserves its right to reject any incomplete bid submitted.

9.6 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.

9.7 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

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10. FIRM PRICE:

The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract.

11. ACCEPTANCE OF ORDER:

The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation.

The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

12 PRICE, INVOICING AND PAYMENT:

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

13 VALIDITY PERIOD :

The Purchase Order is valid for a maximum period for 2 years (24 months) and further extendable for a period of One year (12 months) (at the same terms & conditions, subject to satisfactory Performance) from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

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14 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.

15. 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.

16 APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts of shall have sole jurisdiction over disputes between purchaser and the Supplier.

17. INTELLECTUAL PROPERTY RIGHTS:

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 anon-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

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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 Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour(Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees" State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes

Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

18. In case of non-adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable.

19. If a Supplier fails to deliver the services against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

20. For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website www.bemlindia.in

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21. 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, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as o 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.

22 JURISDICTION:

Courts of 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 BEML and the Supplier.

23. ARBITRATION:

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

24. 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, shall the obligation become unreasonably onerous or

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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. Purchase may takeover partly processed material at a mutually agreed price

25 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.

26 FALL CLAUSE:

- i. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price

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"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

27. TERMINATION OF CONTRACT:

- a) BEML LTD may at any time terminate the contract, if the Bidder is unable to provide the training services as per the contract. In such cases, if any amount is due to the Bidder on account of the training conducted by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to conduct the training program has been made at the Bidder's cost and risk. The selected Bidder/s will give at least three months' notice prior to discontinuing the service.
- b) BEML LTD may at any time terminate the Contract by giving written notice to the selected Organization/ Institution, without compensation to the selected Organization/Institution, if the selected Organization/ Institution becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BEML LTD.
- c) BEML LTD may by written notice sent to the selected Organization/ Institution, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for BEML LTD's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. BEML LTD reserves the right to elect:
 - i. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or;
 - ii. to cancel the remainder and pay to the selected Organization / Service Provider/ Institution, an agreed amount for partially completed Services.

28. DURING ARBITRATION:

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

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29 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.

30 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.

31 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to sub-contract 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.

32 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.

BEML LIMITED

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"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

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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 Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

33. SECRECY:

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) EML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

BEML LIMITED

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Annexure –‘A’

Ref: CM/HIRING/DESKTOP/2022

Date: 22.06.2022

DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION

PART- I

General Data in respect of your Company (i.e. Company profile). Please submit the supporting documents with respect to all points (Sl. No. 1 to 8):

Sl. No.	Description	Details (To submit Documentary proof)
1	Name of the Organization	
2	Name of the owner of the Organization. The name and address along with seal of the authorized representative of the Service Provider who will be interacting in future has to be furnished together with their contact number.	
3	Address of the Organization with E-mail ID	
4	Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID.	
5	GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate.	
6	TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode).	

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"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

7	Bank account numbers with Banker"s Name, Address & Contact Number:	Bank account number: Bank Name: IFSC Code: Address:
8	Organization profile (Main Business details, Overall Organizational Structure, India Offices)	

NOTE :

1. Please ensure to provide the Proper INDEX Page (Point wise as per Annexure-A)
2. Each page must have the Page Nos with Seal & Signature.

All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.

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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Ref: CM/HIRING/DESKTOP/2022

Date: 22.06.2022

Annexure - B

UNDERTAKING

This is to certify that _____ (Name of the Service Provider) 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: _____

BEML LIMITED

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"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

Ref: CM/HIRING/DESKTOP/2022

Date: 22.06.2022

Annexure - C

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Ref: CM/HIRING/DESKTOP/2022 Date: 22.06.2022 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure-'D'

Ref: CM/HIRING/DESKTOP/2022

Date: 22.06.2022

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.

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The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the „value“ of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.

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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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Ref: CM/HIRING/DESKTOP/2022

Date: 22.06.2022

Annexure – E

A. Complex (As per Annexure – F)			
Number of Computers / Laptops peripherals	Number of Days		
	0 – 15	16 – 30	30 – 60
5 – 10			
11 – 20			
21 – 35			
36 – 50			

B. Marketing Locations (As per Annexure – F)			
Number of Computers / Laptops peripherals	Number of Days		
	0 – 15	16 – 30	30 – 60
5 – 10			
11 – 20			
21 – 35			
36 – 50			

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Ref: CM/HIRING/DESKTOP/2022

Date: **22.06.2022**

Annexure – F

S. No.	Pricing Points	Locations
1	Complex	a. Kolar Gold Fields (KGF)
		b. Mysore
		c. Bangalore
		d. Palakkad
2	Marketing Locations	a. Bilaspur
		b. Nagpur
		c. Chennai
		d. Delhi
		e. Hyderabad
		f. Kolkata
		g. Mumbai
		h. Singrauli