



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

### **TENDER NOTICE**

**EOI document for empanelment and selection of Cost Audit firms for conducting Cost Audit in BEML Ltd.,  
for Financial Year 2023-24 to 2025-26**

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

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



## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT AND SELECTION OF COST AUDIT FIRMS  
FOR CONDUCTING COST AUDIT IN BEML LTD., FOR FINANCIAL YEAR  
2023-24 TO 2025-26.**

BEML Ltd. invites Expression of Interest (EOI) for empanelment and selection of Cost Audit Firms for conducting Cost Audit in BEML Ltd for financial year 2023-24 to 2025-26. The scope of work along with detailed terms & conditions and indicative fee together with Annex-I, II, III, IV and V are available at the website: [www.bemlindia.com](http://www.bemlindia.com) which can be downloaded. The empanelment and selection of the Cost Audit Firms shall be based on qualifying criteria given in the EOI document. Interested Firms having requisite experience in Cost Audit may send their application in prescribed format in sealed envelope super scribing “**Expression of Interest (EOI) for empanelment and selection of Cost Audit firms**” so as to reach the office of **CGM (Purchase)**, BEML, Corporate Office, Bangalore -560027.

### 1. Introduction:

BEML Limited was established in May 1964 as a Public Sector Undertaking for manufacture of Rail Coaches & Spare Parts and Mining Equipment at its Bangalore Complex. The Company has partially disinvested and presently Government of India owns 54.03 percent of total equity and rest 45.97 percent is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees. BEML Limited, a Schedule ‘A’ company, plays a pivotal role and serves India’s core sectors like Defence, Rail & Metro, Power, Mining and Infrastructure. The Company started with a modest turnover of Rs. 5 Cr during 1965 and today, the company’s turnover is around Rs.4,000 Cr. The Company operates under three major Business verticals viz., Mining & Construction, Defence & Aerospace and Rail & Metro. The three verticals are serviced by eight manufacturing units located at Bangalore, Kolar Gold Fields (KGF), Mysore and Palakkad. Each Business vertical is headed by a Director.

### 2. Region / Work Centers for which Cost Audit firms are to be empanelled:

SL.NO	DIVISION	COMPLEX
1.	EARTH MOVING DIVISION	KGF
2.	H&P DIVISION	KGF
3.	TRUCK DIVISION	MYSORE
4.	ENGINE DIVISION	MYSORE
5.	PALAKKAD DIVISION	PALAKKAD
6.	BANGALORE COMPLEX	BANGALORE



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

### **3. Scope of Work**

1. Cost audit in accordance with the provisions of Section 148 of the Companies Act, 2013 and rules laid down under the Companies (Cost Records and Audit) Amendment Rules, 2016 in respect of designated locations/ work centers of the Company. Cost audit shall also be in adherence to the relevant orders/clarification, issued from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India.
2. Verification and certification of cost statements, proformas maintained by the Company as per Companies (Cost record & audit) Rules, 2014 as amended from time to time.
3. Verification and certification of annexures to the cost audit report.
4. The Cost Auditor shall provide practical suggestions for effective cost control and improvement.
5. The Cost Auditor shall attend and make presentation to the Audit Committee and the Board, if required, on the Cost Audit under review.
6. Cost audit firm so appointed shall commence cost audit and submit necessary reports within 180 days from the close of the financial year of the company, along with reservation or qualification or observations or suggestion, if any in form CRA-3 and annexures as per notification or any other instructions issued by Central Government from time to time or any other section of the Companies Act 2013.

### **4. Minimum Eligibility Criteria**

1. The firm of Cost Accountants must have at least five years of standing in the profession since Inception.
  2. The Firm should have at least 4 qualified Cost Accountants (FCMA/ACMA) for audit of cost records including partners.
  3. The Firm should have office/branch at Bangalore.
  4. The Firm should have the experience of conducting Statutory Cost Audit of at least one central PSU organization having turnover above Rs.100 Cr. And at least one Manufacturing company having turnover above Rs.100 Cr.
  5. The Firm should have Exposure of Cost Audit in SAP Environment.
-

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

### 5. Cost Audit Fees:

1. Cost Audit Fees shall be as decided by the Company from time to time. However, the indicative minimum cost audit fee **for 2023-24 is Rs. 1,33,500/-** (Rupees One lakh thirty-three thousand five hundred only) inclusive of all charges and out of pocket expenses. GST will be paid extra as applicable. Company's Guest house will be provided free of cost wherever available.
2. The Cost Audit Fee will **escalate by 5%** over previous year on reappointment.

### 6. Selection Criteria:

- 1) The firms meeting eligibility criteria as per clause 4 with professional charges quoted nearest to indicative fees as mentioned in clause 5 will be selected.
- 2) In case more than one firm meeting the eligibility criteria and quoted equal professional fee, then selection will be based on Evaluation criteria as per clause A.

#### A. Evaluation Criteria:

- 1) Firms of Practicing Cost Accountants registered with the Institute of Cost Accountants of India (ICAI) shall be considered for shortlisting / appointment as Cost Auditors for conducting Cost audit of units/work centers of the Company.
- 2) Panel of Cost Audit firms will be prepared in order of maximum evaluated preference points as per following: -

Sl. No.	Evaluation Criteria (Bidder should be a Partnership firm)	Minimum Preference points	Remarks	Maximum Preference Points
1.	The firm of Cost Accountants must have <b>at least five years</b> of standing in the profession from inception.	10	Extra 1 point for each year for having more than 5 years of standing in the profession subject to maximum of 6 points.	16
2.	The firm should have <b>at least four qualified Cost Accountants</b> (FCMA/ACMA)*for audit of cost records including partners. *(He / She should be a partner/member of the firm for a minimum period of one	10	Extra 2 points for each qualified Cost Accountants employed by the Firm including partners in excess to minimum requirement of four	26

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

	year as on date of tender).		subject to maximum of 16 points.	
3.	The firm should have the experience of conducting Statutory Cost audit of <b>at least One Central PSU, having turnover above Rs 100 Crores.</b> (During preceding 10 years i.e., FY 2012-13 to 2021-22).	10	Extra 3 points for each audit in excess to minimum requirement of one subject to maximum of 9 points.	19
4.	The firm should have experience of conducting Statutory Cost audit of <b>at least one manufacturing company having turnover above Rs. 100 Crores.</b> (During preceding 10 years i.e., FY 2012-13 to 2021-22).	10	Extra 3 points for each audit in excess to minimum one requirement of audit subject to maximum of 9 points.	19
5.	The firm should have exposure of Cost Audit in <b>SAP environment.</b>	-	2 Points per Company.	10
6.	<b>Turnover of the Firm</b> Turnover of the Cost Audit Firm during FY 2021-22(audited/certified accounts).	-	Turnover equal to or above Rs.30 lakh-10 points. Turnover less than Rs 30 lakh-5 points.	10
<b>TOTAL POINTS</b>				<b>100</b>

**Note: -**

- a) The Cost Audit firm will be appointed on the basis of maximum points scored as per 1 to 6 above. The Cost Audit firm must have an office / branch at Bangalore.
- b) Empanelment of the Cost Audit firms shall be subject to submission of certificate by Cost Audit firm with regard to compliance u/s 141 (3) of the Companies Act, 2013 to the effect that the appointment, if made will be in accordance with the provision of Section 141 (3) read with 148 (5) of the Companies Act, 2013 for the **Financial Year 2023-24 to 2025-26.**

**B. Pre-requisites for considering rankings:**

Documentary evidence in support of evaluation criteria at 1 to 6 mentioned above is required to be submitted.

**All supporting proofs/ documents in respect of evaluation criteria must be submitted with the application. Cost Audit Firms will be shortlisted strictly on the basis of documents submitted.**

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

### C. In case of a tie, following sequence shall be adopted for selection:

- 1) Firm with a higher number of Fellow and/or Associate Members of the Institute of Cost Accountants of India as partners/employees shall be given preference.
- 2) Firms having higher no. of Statutory cost audit of manufacturing company having turnover of Rs 100 Crs or more.

### 7. Terms and conditions

- 1) Period of Cost Audit: The selected firm will be assigned cost audit for the period 2023-24 to 2025-26.
- 2) The Audit Firm shall not sub-contract / assign the work.
- 3) The audit team will ensure that the information in respect of the operation of the work center/unit is dealt in strict confidence and secrecy.
- 4) Cost audit team should consist of **adequate** number of qualified Cost Accountants led by a senior partner of the firm, being commensurate with the size of the Company's work centers.
- 5) The tenure of appointment shall be at the sole discretion of the Company. At present maximum tenure of appointment is for a continuous period of three (3) years. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to re-appoint all or any of the Cost Auditors at its sole discretion without assigning any reason thereof.
- 6) Overwriting/ correction/ erasing and/or use of white ink should be avoided. However, if any overwriting/correction/erasing is inevitable, the same should be authenticated with the signature and seal of the applicant.
- 7) All the pages of the offer documents submitted are to be signed by the authorized signatory with the seal of the firm.
- 8) The offer should be submitted strictly as per the terms & conditions laid down in the document.
- 9) The company reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage or to cancel the process entirely solely at its discretion without assigning any reason.
- 10) The last date and time for receipt of the offer is, 05.05.2023 2:00 PM. No offer shall be entertained after this date.

### 8. Compliances / Declarations /Certificates by firm(s) on appointment:

- 1) Assigned Cost audit work shall be completed within the time frame specified by the Company.
  - 2) No partner of the cost audit firm should be related to either Chairman and Managing Director or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act, 2013.
-

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

- 3) Neither the cost audit firm nor its partner(s) or associates should have any interest in the Business of the Company.
- 4) **The Cost Audit and signing of report thereof shall not be carried out by the partner/Cost Accountant who is former employee of BEML (Declaration to this effect to be submitted)**
- 5) The cost audit firm will be required to submit a certificate that it complies with all relevant terms and conditions mentioned in Para 7 and that of Companies Act, 2013 and the Cost and Works Accountant Act, 1959, updated from time to time, in addition to the following:
  - The firm is eligible for appointment and is not disqualified for appointment under the Companies Act 2013, the Cost and Works Accountants Act, 1959 (23 of 1959) and the rules or regulations made there under.
  - The auditor / firm is free from any disqualification under sub-section (3) or sub-section(4) of section 141 read with sub-section (5) of section 148 of the Companies Act, 2013. In addition to this, the Auditor/ Firm is not holding any assignment as Statutory Auditor or Internal Auditor of BEML Ltd. and its subsidiaries as on the date of appointment and during the continuity of the Cost Audit.
  - The proposed appointment is within the limits laid down by or under the authority of the Companies Act 2013.
  - The list of proceedings against the cost auditor or audit firm or any partner/member of the audit firm pending with respect to professional matters of conduct, as disclosed in the certificate, is true and correct.
  - If appointed, Cost audit firm shall have prime responsibility to ensure that appointment is within limits of maximum number of audit as specified under Companies Act, 2013.
  - The cost audit firm shall be free from any disqualification under The Companies Act, 2013. In addition to this, the cost audit firm(s) must not be holding any assignment of physical Verification or Internal Audit of BEML Ltd.

### 9. Debarring Provisions:

The Cost Audit Firm will be debarred from appointment to the Cost audit of BEML Ltd if:

- a) The Firm obtains the appointment on the basis of false information/mis-statement.
  - b) The Firm does not take up audit in terms of appointment letter.
-



## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

- c) The Firm fails to maintain/honor confidentiality and secrecy of the Company's cost data, cost statement and cost information.
- d) The Firm fails to comply with any of the condition laid down in clause 8 above.

You are required to submit bid **Technical bid** as per the details mentioned below.

**I) Technical Bid (Part – A):** The following information has to be furnished as part of Technical Bid.

1. General Data in respect of your Company (i.e company profile) as per Annexure I.
2. Undertaking as per Annexure 'II'.
3. Undertaking as per Annexure 'III'.
4. Special terms and conditions for GST as per Annexure 'IV'
5. E Banking Mandate Form as per Annexure V

**Note:**

- 1) You are requested to convey your willingness in taking up the above assignment for 3 years, along with all relevant information required for the appointment, if appointed as per the MCA guidelines, as eligibility to get appointed.
- 2) Ensure all the technical details as mentioned above at 1 to 6 are to be furnished as part of technical bid IF NOT your bid will be rejected

**Note:**

- Technical Bid should be submitted in separate sealed cover super scribed as "Technical Bid" Ref: Ref: CM/Cost Audit/2023 Dated: 20.04.2023 closing at 2.00PM on 05.05.2023
- The tender to be sent through Registered Post or Courier to the address stated below

**General Manager**  
**Room NO.1, Corporate Materials**  
**BEML Soudha, 23/1, 4<sup>th</sup> Main**  
**S.R Nagar**  
**BEML Limited**  
**Bangalore-560027**

Alternatively, offer can also be dropped in the tender box which is kept in Room No.1, Ground floor, 23/1 4<sup>th</sup> Main S.R Nagar BEML Soudha, BEML Limited, Bangalore.

---





## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

**Last date for submission of the bid is before 2.00pm on 05.05.2023.**

**Technical bids shall be opened on closing date of the tender at 3PM, in presence of tenderers who wish to be present. The tender received after the closing date and time shall not be accepted.**

### **10.0 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.

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.

---

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

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

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any

---

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

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

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

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

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

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

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

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards

---

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS**

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

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

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

**Commitment by Purchaser:**

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

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**11.0 Commercial Terms & Conditions:**

---



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

1. FAX/EMAIL tenders not accepted.
2. Payment: 60 days credit duly certified by the User Department.
3. Validity: 90 days from the date of opening of the tender.
4. 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.
5. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
6. Offers not confirming to the above terms are liable to be ignored.

**Kindly Note:**

- 01. If payment terms are not acceptable/ stated in the quote, it will be considered as per terms and conditions of the tender enquiry i.e. 60 days credit.**
- 02. If taxes are not mentioned separately, it will be considered as the price quoted is inclusive of all taxes.**
- 03. If validity of the offer is not mentioned, it will be considered as per terms and conditions of the tender enquiry i.e. 90 days.**

## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

### Format of the Letter Annexure-I

Sl.No.	Particulars	
1.	<b>Name of the Cost Audit Firm:</b>	
2.	<b>Office Address:</b> 1. Permanent Address 2. Correspondence Address 3. Telephone No. 4. Fax No. 5. Email Address 6. Website	
3.	<b>Year of Establishment of firms with ICAI:</b> 1. Year of Establishment 2. Firm Registration Number 3. GST Registration Number 4. Permanent Account Number (PAN) of Firm	
4.	<b>Number of Partners/Members:</b> 1. Number of Partners/Members 2. Date of joining firm <b>(Mention Name, Address, Practicing Membership number of each partner/member clearly specifying)</b>	
5.	<b>Experience of Statutory Cost Audit in Central PSU Organizations :</b> 1. Name of the Company 2. Turnover of the Company 3. Year of Audit 4. Applicable CARR	
6.	<b>Experience of Statutory Cost Audit in Manufacturing Company:</b> 1. Name of the Company 2. Turnover of the Company 3. Year of Audit	
7.	<b>Number of Statutory cost audit done where cost records are maintained in SAP based environment:</b> 1. Name of the company: 2. Year of Audit:	



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

**Note:**

- Documentary evidence in support of all the information provided above by the applicant must be furnished along with the application.
- All the pages of the offer documents submitted are to be signed with the seal of the firm.
- Details in extra sheet(s) in respect of any of the above-mentioned particulars, if required, can be furnished with signature & seal of the applicant / firm.

**(Signature and seal of the firm)**



## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

Annexure - II

### UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_





## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

Annexure -III

### Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid CM/Cost Audit/2023 dated 20.04.2023 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: \_\_\_\_\_

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

Annexure IV

---

## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

### **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. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
-



## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

7. 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.
8. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
9. 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.
10. 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.
11. 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. 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.
12. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
13. 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".
14. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
15. 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: \_\_\_\_\_



## BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

Ref: CM/Cost Audit/2023

Dated: 20.04.2023

Annexure - V

**E-Banking Mandate Form**  
(To be issued on letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank:
  - b) Name of branch:
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.):
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch:
  - i) NEFT IFSC code of the bank branch:
  - j) 9 digit MICR code:

I/We hereby authorize BEML Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BEML Limited responsible.

**(Signature of vendor/customer)**



## **BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

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

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

---

### **BANK CERTIFICATE**

We certify that ----- has an account number ----- with us and we confirm that the details given above are correct as per our records.

Bank Stamp

Date

**(Signature of authorized officer of bank)**