



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. E-MAIL office@cpc.beml.co.in.

TENDER No: BEML/CM/VDR/2019

Date: 04.07.2019

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR

Engagement of Service Provider for Virtual Data Room Services (VDR)

Last date for submission of the bid is 19.07.2019_ before 2.00 PM

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

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1. Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defense for manufacturing a wide range of Mining, Earthmoving, Railways and Defence Truck & Equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in two parts viz. **Technical bid and Price bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. 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.

BEML LIMITED invites tender per following details:

Description	Engagement of Service Provider for providing Virtual Data Room Services (VDR)"
Specification	As per Annexure 'D'
Quantity	01 activity
Delivery	VDR Services to be activated within 48 Hrs.
Validity of Price	The quoted price should firm for a period of 90 days from the date of opening of tender.

The last date for submission of the bid is on **or before 19.07.2019 @ 14.00hrs**.

This Tender consisting of two parts:

Part A – Submission of Technical Bid through Manual Mode

Part B – Submission of Commercial Bid through Manual Mode

PART A – SUBMISSION OF TECHNICAL BID:

The below said Technical Bid Documents shall be submitted in sealed envelope duly super scribing the **Tender Ref. No. BEML/CM/VDR/2019 dated 04.07.2019, Closing Date 19.07.2019 and Time at 2 PM** at the top of the envelope. The words "**Technical 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 following documents signed with company seal are to be submitted as part of Technical Bid:

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Ref. No.	Particulars	Details to be uploaded by Service Provider
1	Brief Details about the firm (Company profile)	Please submit filled-in format as per Annexure-A
2	An undertaking as 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	As per Annexure-B certified by the authorized signatory of the bid to be submitted
3	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions	As per Annexure-C certified by the authorized signatory of the bid to be submitted
4	Scope of Work	As per Annexure-D to be signed and to be submitted
5	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-E to be signed to be submitted
6	Confidentiality Undertaking	As per Annexure-F to be signed and to be submitted
7	Technical Compliance Sheet	Please submit the filled, signed & sealed Annexure – G
8	The VDR provider must host the Company's data on ISO 27001 Certified servers to ensure security, availability and privacy of the data.	Please attach relevant ISO Certification Copy
9	The VDR provider must have worked with at least one reputed Indian company in last five years from the date of issue of the subject tender	Work experience / endorsement certificate from at least one reputed Indian company should be submitted

Note:

1. Technical bid will be opened first.
2. Bidders will be technically qualified based on providing documentary proof along with the technical bid.
3. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.

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4. Relevant documents are to be submitted by the bidder and the bid will not be considered if any of the document is not submitted.
5. Please ensure that no price details are mentioned in the technical bid. Offers with price details in technical bid will not be considered and their offer will be rejected.

PART B – SUBMISSION OF PRICE BID:

The below said Price Bid Documents (**Annexure - H**) shall be filled, Signed with Company seal & submitted in sealed envelope duly super scribing the **Tender Ref. No. BEML/CM/VDR/2019 dated 04.07.2019, Closing Date 19.07.2019 and Time 2 PM** at the top of the envelope. The words “**Price 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.

Both the above envelope should be put in 3rd envelope duly super scribing the **Tender Ref. No. CM/VDR/2019 dated 04.07.2019, Closing Date 19.07.2019 and Time 2 PM** at the top of the envelope. The words “**Technical & Price Bids**” 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,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore - 560027.

Applicable GST details or any other commercial details may be entered against each item.

The Price bids of only technically qualified bidders shall be opened subsequently.

L1 will be arrived on lowest quote received on total package basis as detailed on Price bid format.

3. Evaluation of Bids:

Envelopes received as per Technical Bid (**Part A**) above will be opened first and technical evaluation of those bids will be carried out. Bidders 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



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rejection. Price bids of such bidders whose technical bids are qualified as per tender terms, will be opened for further processing.

4. Terms and Conditions

- 1) The quotation should be complete in all respects and free from ambiguity.
 - 2) FAX / EMAIL quotations not accepted.
 - 3) Indicate all applicable taxes and duties separately.
 - 4) Contract period: 1 year
 - 5) **Payment Terms:** The fee to the selected and appointed Bidder shall be paid in Indian Rupees as under:
100% Payments will be made on 30th day for MSEs & for others on 60th day on successful completion of a specific task as per Scope of work and on receipt of Invoice from firm and based on the certification of BEML. For bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of price bids. No advance will be paid by BEML.
 - 6) **Performance Bank Guarantee**
 - a. Within 30 days of receipt of the Work Order/Purchase order from BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - I**.
 - b. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.
 - 7) **Delivery Lead Time:** Within 48 Hours.
 - 8) **Validity of quotation:** 90 days from the date of opening of the tender.
 - 9) The bidding process shall be governed by, and construed in accordance with, the laws of India.
 - 10) The Company in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - 11) Suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - 12) Consult with any Bidder in order to receive clarification or further information;
-

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- 13) Retain any information and / or evidence submitted to the Company by, on behalf of, and / or in relation to any Bidder; and /or
 - 14) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - 15) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Company, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
 - 16) **Right of Buyer:** BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder
 - 17) **Termination:** BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
 - 18) **Liquidated Damages:** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at the applicable rates shall be charged extra on the LD so recovered.
 - 19) **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/PBG.
 - 20) Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
 - 21) Incomplete offers are liable for rejection.
 - 22) Offers not confirming to the above terms are liable to be ignored.
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5. General Terms & Conditions

1. **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

2. **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.

3. **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

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occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

4. 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.

5. 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

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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”.

6. 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 hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

7. 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.

8. 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 / Contact & 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.

9 DURING ARBITRATION

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

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10 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.

11 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.

12 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.

13 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.

14 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.



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

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Annexure - A

General Data in respect of your Company (i.e company profile).

Sl. No.	Description	To be Filled and Submitted
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - B

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.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - C

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Tender Ref No **BEML/CM/VDR/2019** dated **04.07.2019** 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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – D

SCOPE OF WORK

Providing secure virtual data room (“VDR”) services for the purposes of hosting the documents in relation to the Transaction for a period not exceeding one year from the date of initiating hosting services. The VDR services shall conform to the following:

1. VDR shall be a web-based interface for document uploading and accessing, must support recent versions of all the leading web browsers like Mozilla Firefox, Internet Explorer, Microsoft Edge, Safari, Chrome, etc.
2. Generic document types like plain text files, Portable Document Format (PDF), Microsoft Word, Microsoft Excel, Microsoft Power Point; common image formats, etc. shall be supported each with access protection.
3. Generic documents shall be viewable in their respective formats directly securely and each with access restrictions enabled on the web based interface with the ability to restrict download, replication, copying (in any manner whatsoever) of such files. All access to the VDR shall be logged and time-stamped.
4. Support Digital Rights Management (DRM) or higher levels of data protection to restrict viewing / printing/copying of downloaded documents and provide control over termination of access to all such files.
5. Documents storage space approximately 10GB for duration of twelve months scalable up to additional 1GB each time as and when the size reaches the maximum storage capacity.
6. Flexible scalability option for a period of one year and extendable on mutual agreement.
7. Five hundred user licenses with ability to group users into categories as may be instructed and facility to add users in bulk and manage permissions for each of the users.
8. There shall be no restrictions on the number of documents which may be uploaded or downloaded/ viewed.
9. The user interface shall be customizable which shall include a user-friendly document folder view that supports grouping, arranging, sorting, listing, arranging etc. With time-stamps.
10. VDR shall support smart filters, indexing, keyword search and denial of bulk print/download/upload operations each subject to the respective file permissions.

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11. The Bidder's data centres where the data is finally stored should be ISO 27001 certified with necessary safe data back-up facilities.
 12. Security features including:-
 - Minimum 256 bit encryption,
 - two factor authentication,
 - permission based users roles,
 - permission based user access to specific files and folders,
 - copy, view, download, print enable/disable,
 - automatic session timeout/expiration,
 - watermarking,
 - logging of each access and time-stamping,
 - easy and quick hiding of documents/portions, etc should be supported for securing the data uploaded.
 13. The provider shall ensure 99.5% uptime for the service once deployed.
 14. Facility for Admin to authorise role based user management (creation, deletion, modification, privilege assignment, access restrictions) shall be provided.
 15. User access shall be restricted by valid credentials.
 16. Activity tracking of each individual users should be possible with reports on downloads, etc. to be available to Admin.
 17. Audit trail of transactions related to data management shall be supported and provided to BEML.
 18. The provider shall commit that the data uploaded by BEML / its representatives as may be authorized shall never be used directly or indirectly for any other purposes and also that no one else including the customer support team of the provider would have access to BEML's data and any other data in the VDR.
 19. 24x7 customer support over phone and email shall be available for all the technical and functional queries by the end users and/or BEML and/or representatives of BEML. A dedicated project manager should also be provided to conduct training, answer questions and assist with the initial set-up of the data room. Support should be available to all parties interfacing with the platform.
 20. Alerts intimating the critical events, maintenance, etc. shall be given via email and sms in
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advance.

21. The Bidder shall provide a written confirmation that post the assignment or upon the request of BEML, any and all data uploaded during the assignment have been returned to BEML on a disk and is permanently deleted and destroyed from the servers of the Bidder including termination of access to all the files that may have been downloaded by end-users with immediate effect.
 22. The Virtual Data Room Services (VDR) to be started within 48 hours of intimation to service provider for the start of services.
 23. The VDR should have friendly looking auto document indexing with the capability to auto re-indexing.
 24. Customizable user access and viewing restrictions, e.g. by Company, by Individual User, by Project, by Folder, by File etc. should be present in VDR.
 25. The VDR should have the capability to apply dynamic watermarks when the documents are reviewed by the end users and should capture a custom text, name, email, date and time and the IP address of the end user.
 26. VDR should have the capability to effectively manage Q&A during the transaction.
 27. Bulk data upload and download features should be present in VDR.
 28. Ability to view/protect documents in their native formats, disable copying text and screen capture features should be present in VDR.
 29. Sensitive information held on data storage media (including magnetic tapes, disks, printed results, and stationery) should be protected against corruption, loss or disclosure.
 30. The whole VDR system should be replicated at all times to ensure security and high availability purposes. If Virtual Machines are to be used for replication purpose, they all should be deployed in a private environment.
 31. Secondary layer of real time server replication is required which may be activated in case of a disaster event (Failover).
 32. VDR provider should ensure that all the data whether inbound, outbound or at rest should be connected via secure connection (https) and the data should be encrypted in transit via SSL/TLS-encrypted end points using the most up to date TLS v1.2 cipher suites.
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33. The VDR provider should agree to permanently delete the entire dataset within 15 Days from the service deactivation or deletion request.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - E

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



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17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - F

CONFIDENTIALITY UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

It is certified that the documents/ data/ information pertaining to BEML Limited, which will be provided to [Name of the bidder] for the purpose of hosting on the virtual data room shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission.

It is further certified that the relevant documents, which are to be submitted by [Name of the bidder] to the Company will not be disclosed to any other agency/ person without prior permission of the Company and will be treated as strictly confidential.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – G

BIDDER HAS TO SUBMIT THE FOLLOWING TECHNICAL COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Sl.No.	Particulars	Details to be Submitted by service Provider	Complied YES or NO
1	Brief Details about the firm (Company profile)	Please submit filled-in format as per Annexure-A	
2	An undertaking as 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	As per Annexure-B certified by the authorized signatory of the bid to be submitted	
3	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions	As per Annexure-C certified by the authorized signatory of the bid to be submitted	
4	Scope of Work	As per Annexure-D to be signed and to be submitted	
5	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-E to be signed to be submitted	
6	Confidentiality Undertaking	As per Annexure-F to be signed and to be submitted	
7	Technical Compliance Sheet	Please submit the filled, signed & sealed Annexure – G	
8	The VDR provider must host the Company's data on ISO 27001 Certified servers to ensure security, availability and privacy of the data.	Please attach relevant ISO Certification Copy	
9	The VDR provider must have worked with at least one reputed Indian company in last five years from the date of issue of the subject tender	Work experience / endorsement certificate from at least one reputed Indian company should be submitted	



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The Commercial bid of only the Qualified Bidders based on above Criteria shall be opened for the commercial evaluation.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - H

PRICE BID FORMAT

Sl. No.	Description	price (In INR)			
		In Digit	In Words	HSN Code	GST (%)
	VIRTUAL DATA ROOM SERVICES				
1	Virtual Data Room Services (10 GB Data for 01 Year) for 500 users.				
2	Additional One (01) month extension fee for existing 10 GB Data – Optional				
3	Additional storage (Data of 10 MB Block) for 01 month – Optional				

Bidders has quote for all the items. L1 will be arrived on lowest quote received on Sl.No.1 above.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - I

FORMAT OF PERFORMANCE BANK GUARNATEE

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

The General Manager (Corporate Materials)
BEML Limited

.....
.....
.....

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

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

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

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

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



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or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

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

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

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

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

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

This Guarantee will remain valid for a period of 18 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

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

Date :

Place :
