

BEML LIMITED

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

"ENGINE DIVISION , Belavdi Post , Mysore - 570018

Phone: 0821-2400504 , zma@beml.co.in

TENDER NO: 6300038432

Date: 03.06.2023

TENDER DOCUMENT

Request for Quotation for

**1. Supply of Casting of tatra series Crank case casting to part No
130010110574RC**

**All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if
any to the tender will be uploaded at our website / SRM Portal/ CPP Portal.**

Tender Closing Date & Time: 06.07.2023 at 15.00 hrs

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Phone: 0821-2400504 , zma@beml.co.in

Introduction

Sub.: Request for Quotation for casting of Tatra Series Engine Crank case casting

1. Casting should be supplied as per drawing 130010110574RC.
2. Your quote should be inclusive of packing/forwarding and Transportation charges

1. Overview

BEML Limited (<https://www.bemlindia.in>) a 'Schedule A' Company (hereinafter referred to as 'the Company'), was established in May 1964, as a Public Sector Undertaking under the administrative control of Ministry of Defence, Government of India for manufacture of Mining Equipment, Defence equipment, Rail and Metro Coaches & Spare Parts.

The Company has 9 manufacturing units, 8 units in Karnataka & 1 unit in Kerala. In addition, the Company has established Regional offices, District Offices (ROs/DOs) and Service Centres across the country. **The units are divided into 8 Divisions.**

2. Scope of Work

The Detailed Scope of Supply

- a. Supply of casting as per drawing 130010110574RC as per drawing and quality plan

3. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in two parts viz. (1) Technical Bid and (2) Commercial 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 (<https://www.bemlindia.in/tenders/active-tenders>).

This Tender consisting of

Part A - Submission of Technical Bid (Through e-mode on BEML SRM system) Part B - Submission of Price Bid (Through e-mode on BEML SRM system)

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Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids & you may contact BEML SRM Team on phone no. 080-22963269

In case of any queries relating to bid submission, you may send the same by e-mail to zma@beml.co.in & copy to zmc@beml.co.in

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

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

4. PART A - Submission of Technical Bid (Through SRM)

The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document. Please upload all the technical documents under the "C - Folder Technical Attachments "tab in the BEML SRM system. Please ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid. In case price details are found in technical bid, the bid shall be rejected.

All the documents / details mentioned in SI no. 1 to 5 to be uploaded. In case any document / clarification required for these clauses by Technical Evaluation Committee, the same shall be asked from the bidders.

Qualification Criteria:

- 1) The firms participating in the Tender should meet the following requirements and attach necessary documents for evaluate and acceptance.
- 2) The firm should have experience in manufacturing of cast iron Engine Cylinder Blocks with approx. weight 350 Kgs and dimensions as per drawing, to the accuracies mentioned in the drawing. The firm should furnish the list of such customers.
- 3) Firms having capacity and to meet the drawing requirement can participate.
- 4) The firm should have relevant ISO certification for Quality Management System (QMS).
- 5) The firm shall submit audited financial statement of the firm for 2018-19, 2019-20, & 2020-21 (3 Years) for evaluation.

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General Requirements :

- 1) BEML reserves the right to audit the firm for manufacturing facilities and QMS for manufacturing of the cylinder blocks. Audit may be after scrutiny of technical bids and before opening of the financial bids.
- 2) Since the item is for Earth Moving equipment manufactured by BEML under the Ministry of Defense, BEML personal and related parties should be allowed to visit the firm for auditing of the manufacturing process.
- 3) The firm shall furnish the cost details with breakup for each activity, only in the commercial bid.
- 4) Also, first off sample shall be approved by BEML Inspection department before bulk supply is affected.

The following Documents/ details to be furnished / uploaded for Qualification Criteria (To be filled by Bidder and to be uploaded in the "C-Folder Technical Attachments" tab of BEML SRM System)

SI No	Eligibility Criteria Details	To be filled and documents to be upload
1	The Bidder Firm should have Office in India and should have been present in the field for at least Three Years. Service Provider - Background Information.	Upload filled-in format as Annexure - A
2	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as Annexureper - B to be uploaded.
3	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per Annexure - C to be uploaded
4	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure - D to be uploaded.

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5	The bidder must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
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Note:

1. *Technical bid will be opened first.*
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. **Please ensure that no price details are mentioned in the technical bid** (attachments to the 'C-Folder Technical Attachments'). Offers with price details in technical bid (under part A) will not be considered and their offer will be rejected.

5 PART B - Submission of Price Bid (Through SRM)

Price bid to be submitted through E-mode as per the format by clicking on "Price Condition" tab in SRM.

Basic Unit Price (Per No) exclusive of taxes is to be quoted against the Basic Price under 'Price Condition' tab in BEML SRM Portal. Tax percentages as applicable are to be indicated separately against the fields provided for the same.

Class 3 Organization Digital Signature token with both Signing & Encryption is mandatory for submission of bid on our portal.

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

6. Pre-Bid Meeting

The bidders will be allowed to witness the component / To get any Clarifications regarding the feasibility in person or virtually from 10.06.2023 to 20.06.2023 from 10.00 AM to 05:00 PM to understand the requirements. The contact details of our team are as under:

1. Sri Mahadev Nellur (DGM - PRODUCT ENGINEERING)
Direct - 0821-2400283
Mail id- gpe@beml.co.in

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Phone: 0821-2400504 , zma@beml.co.in

2. Sri Kishore N, DGM - (Quality)
Direct - 0821-2400217
Mail Id - qtz@beml.co.in

3. Sri Raghavendra, Asst General Manager (Production)
Direct - 0821-2400295
Mail id- zfm@beml.co.in

4. Sri, Shashi Bhushan AGM (Materials Management)
Direct - 0821-2400431
Mail id- zmc@beml.co.in

A pre-bid meeting will be conducted on if required on 20.06.2023 at 11.00 AM at BEML Limited Mysore Engine Division, Belavadi Post, Mysore -570018. The bidder or its authorized representative shall confirm their participation either in person or virtually in advance. During the pre-bid meeting there will be a one to one interaction regarding the scope of supply. Non- attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

Please send mail to zma@beml.co.in/ zmc@beml.co.in for arrangement of meeting. Queries of the Organizations (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Deputy General Manager – Materials (zma@beml.co.in) to reach us on or before 04.06.2023 by 14.00 Hrs.

Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Company and the same will be hosted on BEML website. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, amendments, time extensions, clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. Before the dead-line for submission of Bids, BEML may modify the Bidding documents. All corrigenda, addenda, amendments, time extensions, clarifications etc if any thus issued shall be part of the Bidding documents and shall be hosted on BEML website.

7. Bid Opening

1 Technical Bid will be opened and the bidders who satisfy with the technical requirements will be technically qualified.

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2 Price Bid of those technically qualified bidders will only be opened. Price bid shall be evaluated on L1 basis on the total price.

3 *The vendor shall bear all costs associated with the preparation and submission of their bids. BEML will, no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.*

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

Price should be quoted in Indian Rupees only

Indicate all applicable taxes and duties separately

The successful bidder shall support BEML for a minimum period of 12 months and thereafter for supply of Cylinder Block Castings. Any patches or Minor Corrections if any raised by BEML pertaining to the requirement /Quality observations shall be implemented, or Incorporated without any additional cost.

8. Terms & Conditions

8.1 Tax invoices, indicating the GST Registration No., PAN No., & RTGS details, for the above services may be raised on the following address:

Asst General Manager (Stores - Engine Division),
M/s BEML Limited,
Bealavdi Post,
Mysuru - 570018

8.2 Production support team of bidder should ensure to handle minor change requests / modifications on a pro-active basis through detailed documentation and hand over meetings with BEML at no extra cost.

8.3 **VALIDITY OF QUOTATION:** 120 days from the date of opening of the tender.

8.4. **RISK PURCHASE CLAUSE:** *In the event of Non-Performance of the order, BEML reserves the right to avail the services from alternate source and any additional cost will to the account of L1 bidder after placement of PO.*

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8.5. Information Security:

a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of BEML's premise without written permission from BEML Limited. The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential.

b. The Bidder personnel shall follow BEML's information security policy and instructions in this behalf.

i. Bidder acknowledges that BEML's business data and other BEML proprietary information or materials, whether developed by BEML or being used by BEML pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to BEML; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of BEML depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage BEML. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

ii. Bidder shall, upon termination of this Contract for any reason, or upon demand by BEML, whichever is earliest, return any and all information provided to Bidder by BEML, including any copies or reproductions, both hardcopy and electronic.

8.6 Award of Contract: The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

8.7 Liquidated Damages (LD): If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered. (However not applicable during development stage)

8.8 BEML Ltd need not necessarily accept the lowest offer.

8.9 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.

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- 8.10 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.
- 8.11 Security:** The Bidder shall not disclose any information pertaining to BEML.
- 8.12** Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- 8.13** There can be only 1 set of bids from each Bidder.
- 8.14** BEML reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be liable to be rejected and no correspondence on the same shall be entertained.
- 8.15** The bidder shall provide all other services not explicitly mentioned herein, but are required by the bidder to full-fill the intended specifications, to make the system operational and to meet the functionality mentioned in the bid.

9. GENERAL TERMS & CONDITIONS:

(i) **ARBITRATION:**

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

- (ii) **FORCE MAJEURE CLAUSE:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence 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

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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 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

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maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

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

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

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

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

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

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

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(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.

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

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

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

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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Bid Ref No: 6300038432

Annexure - A

Background Information

Ref No.	Particulars	Details to be furnished by the Bidder
1	Name of the Firm	
2	Registered office/ corporate office and Mailing Address for correspondence	
3	Telephone and fax number, E-mail address	
5	Name and designation of the person authorized to make commitments to BEML LTD	
6	Description of business and business background	
7	Year of establishment and constitution	
8	Number of years in the service provider business	
12	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers IFSC Code: Banker's Name: - Address: - Contact Number: -

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

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Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Bid Ref No:6300038432

Annexure - B

UNDERTAKING

- a. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

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

Signature with date of Authorized signatory

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Phone: 0821-2400504 , zma@beml.co.in

Name: _____

Designation: _____

Firm's Seal: _____

Bid Ref No: 6300038432

Annexure - C

Undertaking & Confirmation on Scope of work

To:
The DGM (Materials),
M/s. BEML LTD, Belavadi Post
Mysuru - 5700018

Dear Sir,

Having examined the Bid, 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.

We, M/s. have gone through the scope of work of the tender document. We are hereby confirming our acceptance to all points of scope of work without any deviation and we will execute the assignment as per the scope of work.

Signature with date of Authorized signatory

Name: _____

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Designation: _____

Firm's Seal: _____

Bid Ref No: 6300038432

Annexure-'D'

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

Indemnity clause

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

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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.
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 is liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which

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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.

Place:

Date:

for M/s.....