

Ref : EMCP/Training/Tender Document		Date : 19-10-2020
<b>Tender Document</b>		
Sub	In-house Training Programs at BEML Ltd, KGF Complex.	

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**1. Tender Notice**

Assistant General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115 Invites Tenders in two-bid system (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

In-house Training Programs for 2020-21 at BEML Ltd, KGF Complex.

SINo	Description	Details
1	Approximate value of contract (Excluding GST)	5.41 Lakhs
2	Duration of the contract	One Year

Note : (1) Value indicated at 1 above includes all Expenditures.

(2) Firm to quote rate/unit in Rs against all BOQ items.

For Scope of work, other terms & conditions and Qualifying criteria please refer respective section in this NIT.

Please refer Bid Invitation and attachments to BI for BOQ.

AGM - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

**2. Letter to Bidder / Tenderer**

To : M/s

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the above cited tender notice we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad[.

Bids in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can down load the tender document released along with this notification and quote in two bid system.

**Instructions for submission of the bids:**

(1) Pre-Qualification Bid : EMD, NSIC certificate, MSME Certificate (Firms claiming EMD exemption)etc., are to be submitted to CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address etc., BEFORE THE BID CLOSING DATE&TIME.

(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.

**(A) Submission of Technical Bid :**

(a) Please upload all the technical bid documents in the Collaboration Folder in the system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

(b) Corrigendum regarding the tender if any will be published in BEML website before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(c) Documents as indicated in the Technical qualifying criteria are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully).

(d) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

(e) Please note that commercial bid / Price details should not be uploaded in the technical bid failing which the tender / bid will be liable for rejection.

**(B) Submission of Commercial Bid :**

(a) Please quote the price details in 'Item Data' in SRM system only against the respective items provided therein, before tender closing date and time specified.

(b) Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.

(c) Before submitting the bid, Firms has to visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of AGM - Contract Purchase, Contact No. 08153-279365.

(d) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).

(e) Conditional offers are liable for rejection.

(3) This Letter + Tender document + Corrigendum if any, will be part of the contract.

(4) For any technical issues / assistance in submitting the tender in SRM platform, firms may contact BEML SRM Team at : CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar,Bengaluru – 560027.

Phone :080-22963269, 22963141

e-Mail :[admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

(6) For Scope of work, other terms and conditions and Qualifying criteria please refer respective section in this NIT. For BOQ refer Bid Invitation and attachments to BI.

Thanking you,

For BEML LIMITED

AGM - Contract Purchase

EM Division, BEML Ltd, KGF – 563 115.

Ref : EMCP/Training/Tender Document		Date : 19-10-2020									
2.1	(A) Tender Description	In-house Training Programs at BEML Ltd, KGF Complex.									
	(B) Contract Period	One Year from the date of commencement.									
	(C) Tender Reference	EMCP/Training/Tender Document dated 19-10-2020 Tender Reference / Bid Invitation Number to be super scribed on top of the covers for identification while sending sealed covers. Tender documents to be downloaded from BEML website (www.bemlindia.com).									
	(D) Tender Closing Date / Time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in Bid Invitation / BEML website.									
	(E) Security Deposit	10% of Contract Value (Excluding GST).									
2.2	<b>Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)</b>										
	(A1) Earnest Money Deposit (EMD) Returnable	Rs11, 000/-. (Rupees Eleven Thousand only).									
<b>a) Method for Payment of EMD (Earnest Money Deposit) :</b>											
EMD to be deposited in particular Bank a/c and the same will be used for refund.											
For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :											
<table><tr><td>Current Account No</td><td>Division / Complex</td><td>Customer ID</td><td>CIF No</td></tr><tr><td>38285193426</td><td>KGF</td><td>19574</td><td>40089</td></tr></table>				Current Account No	Division / Complex	Customer ID	CIF No	38285193426	KGF	19574	40089
Current Account No	Division / Complex	Customer ID	CIF No								
38285193426	KGF	19574	40089								
Link the account to your respective user id approaching local SBI.											
The accounts are first to be linked to the respective CIF mentioned against division. Further administrator has to perform some steps to link the account to SBI collect. SBI collect file is to be created and the branch is to be approached to approve the SBI collect link. Once it is approved by SBI Branch and their head office, they will provide one link and the same is to be provided to purchase department so that in each tender the respective link will be displayed.											

Further auto sweep instruction to the respective cash credit account of the division is to be given.

Any clarification may be obtained from the respective bank and in case of difficulties, DGM (F), Corporate Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027 may be intimated in order to take up with SBI.

Instructions for paying amount in the link

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

1. Click the link and it will take to the SBI collect site. (Annexure A)
2. Click the below conditions button and then proceed.
3. Select the below options (Annexure B)

State of Corporate / Institution \*      All India

Type of Corporate / Institution \*      PSU-Public section  
undertaking

Then click the Go

4. For PSU - PUBLIC SECTOR UNDERTAKING Name, select BEML LTD KGF-  
(Annexure C) And then Submit

Select payment category as EMD/Tender Fee and fill the format (Annexure D). Payment details indicating Bid reference, Transaction reference, Date and amount are to be sent to email id: emtenderbox@beml.co.in before tender closing time on tender closing date. **OR**

## Annexure A

The screenshot shows the State Bank Collect website. The header includes "Products & Services" and "Know More". The main banner features a globe, a laptop with "PAYMENT ONLINE", and the text "STATE BANK COLLECT A MULTI-MODAL PAYMENT PORTAL". Below the banner is a "DISCLAIMER CLAUSE" section with a "Terms Used" link. The disclaimer text is as follows:

- > **Corporate Customer:** Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > **User:** The beneficiary making a payment to F/C/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

Below the disclaimer, there is a checkbox labeled "I have read and accepted the terms and conditions stated above. (Click Check Box to proceed for payment.)" and a "Proceed" button.

The bottom of the screenshot shows a Windows taskbar with the time 12:47 PM on 8/5/2019.

## Annexure B

The screenshot shows the State Bank Collect website with the institution selection form. The header includes the SBI logo and "State Bank Collect". The main content area is titled "State Bank Collect - State Bank Mops" and shows the current date and time: "05-Aug-2019 [12:51 PM IST]". The form has two dropdown menus: "State of Corporate / Institution \*" with "All India" selected, and "Type of Corporate / Institution \*" with "PSU - PUBLIC SECTOR UNDERTAKING" selected. A "Go" button is below the form. A red box contains the following text:

- Mandatory fields are marked with an asterisk (\*)
- State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

The bottom of the screenshot shows a Windows taskbar with the time 12:51 PM on 8/5/2019.



## Annexure C

The screenshot shows the State Bank Collect website interface. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/listinstitution.htm>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" header with a timestamp "05-Aug-2019 [12:52 PM IST]". Underneath, it says "Select from PSU - PUBLIC SECTOR UNDERTAKING". A dropdown menu for "PSU - PUBLIC SECTOR UNDERTAKING Name" is open, showing "BEML LTD KGF". Below the dropdown are "submit" and "Back" buttons. A red message box at the bottom states "Mandatory fields are marked with an asterisk (\*)". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

## Annexure D

The screenshot shows the State Bank Collect website interface for the payment details screen. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/showpaymentdetails.htm>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" header with a timestamp "05-Aug-2019 [12:53 PM IST]". Underneath, there is a green banner for "BEML LTD KGF" with the address "BEML SOUDHA 4TH MAIN ROAD S.R. NAGAR , BEML NAGAR KGF , BANGARAPET-563115". Below the banner, it says "Provide details of payment". A form with the following fields is displayed: "Select Payment Category \*" (dropdown menu showing "EMD/TENDER FEE KGF"), "Category Name \*" (text input), "Payment Mode \*" (dropdown menu showing "--Select Payment Mode--"), "Bank Reference No \*" (text input), "Transaction Date \*" (text input with a calendar icon), "Amount \*" (text input), "Status \*" (text input), and "Name of the Company \*" (text input).

Ref : EMCP/Training/Tender Document	Date : 19-10-2020
<p>Pre-Qualification Bid Envelop should contain details of A1 [(a) or (b)] and A2.</p> <p>Pre-Qualification Bid Envelop should be addressed to :</p> <p>AGM - Contract Purchase, EM Division, BEML Ltd., BEML Nagar, KGF – 563 115.</p> <p>Pre-Qualification Bid Envelop should reach CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.</p> <p>OR</p> <p>Soft copy of Pre-Qualification documents can be sent through email to id: emtenderbox@beml.co.in before tender closing time on tender closing date.</p>	
2.3	<p><b>Pre-Bid Meeting</b>/Study is for the information/Clarification of the Bidder before quoting. Pre-Bid Meeting is <b>Not</b> Mandatory.</p> <p>Officer in charge for the contract : Manager - HRD, EM Division, BEML Ltd, KGF.</p> <p>08153-279046 / 47</p> <p>ekh@beml.co.in</p>

2.4	<b>Technical Bid : Qualifying Criteria</b>			
	The scanned copies of following Bidders qualifying documents are to be uploaded along with the Technical bid.( <b>BIDS NOT COMPLYING WILL BE REJECTED</b> )			
	SINo	Description	Requirement Details	Additional Information
	B1	NIT Acceptance Letter (To be down loaded from SRM Platform)	To be signed with seal	Same to be signed with seal, scanned and to be uploaded on SRM Platform
	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions. Undertaking document as per the Annexure-C.			
	B2	Corrigendum if any (To be down loaded from BEML website www.bemlindia.com)	All pages to be signed with seal	Same to be signed with seal, scanned and to be uploaded on SRM Platform
	B3	Cumulative Minimum Financial Turn Over in the last 3 financial years (ie., 2016-17, 2017-18 and 2018-19), Certified by practicing CA.	More than Rs 100 lakhs but less than 200 lakhs for Junior Management.  More than Rs 200 lakhs for Middle and Junior Management.	Scanned copy to be uploaded on SRM Platform
	<p><b>Note: Financial</b> criteria shall be evaluated along with Experience criteria indicated at sl no 4 below for eligibility to bid for Middle/ Junior Management.</p> <p>(a) Please upload filled-in format as per sl no. 9 of Annexure-A.</p> <p>(b) Please upload Audited Balance Sheet and Profit &amp; Loss account statements of last 3 financial years. (Latest or for FY 2018-19, 2017-18 and 2016-17).</p> <p>In lieu of audited Financial results of Financial years, audited financial results of calendar years will also be considered as deemed appropriate.</p>			
	B4	<p>a) During the last 5 years, the bidder shall have conducted training programs in at least 3 organizations having strength of minimum 500 Executives.</p> <p>b) Above Training Programs should have been conducted for a continuous duration of at least 3 months.</p>	The bidder having conducted 2 or more in-house training programs in Government / CPSEs will have an added advantage.	<p>(a) Minimum one of the following for each Training programs: Purchase Order/ Client Certificate/ Contract Agreement and</p> <p>(b) Duly filled in format as per SI No 10 of Annexure-A.</p>

Ref : EMCP/Training/Tender Document				Date : 19-10-2020
	SINo	Description	Requirement Details	Additional Information
	B5	Bidders shall have minimum 5 senior Facilitators/Trainers/Consultants working as full time employees with substantial experience for delivering training for different levels of executives.	Minimum Experience of Faculty (Training Experience): Middle Management 10 years Junior Management & Employees 7 years Minimum Qualification of Faculty: Post Graduate Language: The faculty should have a good fluency and presentation/ training skills in English language. More years of Corporate Experience will be preferred.	Please upload details of these Employees/ experts, as per Sl. No. 11 of Annexure-A.
	B6	The bidding agency must bid for programs specified and shall be conducted by their own Resource Person(s)/ Faculty. The agency may however, tie up with other agencies or external experts for specific programs. Details of these agencies/ experts shall be disclosed to BEML in the technical bid itself. If no details are provided, it shall be assumed that the agency will use their own in-house resources for the delivery of the programs mentioned.		Please upload details of these agencies/experts, as per Sl. No. 12 of Annexure-A.
	B7	Not banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India.		Undertaking document as per the Annexure-B
	B8	IT returns Filing : Latest 3 AY OR for AY 2019-20 AY 2018-19 AY 2017-18		Scanned copy to be uploaded
<p>*Preference criteria indicated above will not be reckoned for technical evaluation.</p> <p>**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. No clarification from the bidder will be sought in this regard.</p> <p>Important Note: Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD. Offers with price details either in technical bid or in the envelope, will be rejected.</p> <p>Scanned copies of following documents may be uploaded along with the Technical bid if available at the time of bid submission :</p> <p>(1) Brief details about the firm/agency. Please upload filled-in format as per sl nos 1 to 8 of Annexure -A.</p> <p>(2) PAN &amp; GSTIN.</p>				

**2.5 Note :**

(a) Bidders are suggested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper /missing of documents uploading.

(b) Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested **to cross check all the documents against the above list** after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, SRM Team may be contacted at 080-22963 269 / 141 for help.

(c) In case some of the above documents are not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain clarifications from bidders (against technical bid only). Decision of BEML in this regard will be final and binding.

(d) The above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation Number of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.

(e) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names ie.,

(1) For signed & sealed tender document –FILE NAME = Tender\_Doc\_Signed&Sealed

(2) For Annual Turn over certificates – FILE NAME = Annual\_Turnover etc.,

Do not club all the documents in one single file.

(f) Bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration, firm has to upload the valid registration certificate along with technical bid on SRM Platform.

(g) Contractor to visit the site for better understanding of the area / work involved etc. before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.

(h) Items (if any) quoted by the vendor has to conform specified brand / requirement mentioned in BOQ.

(i) Firm has to ensure updating their GST details at BEML WEB SITE [www.bemlindia.com](http://www.bemlindia.com).

**2.6 Important Notes:**

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
- 4. Firm to quote for each Line item, considering all expenditures.**
5. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
6. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
7. Any material involved in the contract is to be of the specified brands as indicated in the NIT.
8. Selection of **L1 firm will be based on the least quoted rate for individual activities** (line item wise) indicated in BOQ.
9. Payment Terms will be against certification of user department (SRM code = L046).  
Bidders are requested to indicate / select the same while quoting the commercial bid.
10. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

2.7	<b>QUESTIONNAIRE</b> (To be filled in by the Tenderer and to be uploaded along with the Technical Bid)	
1	Name in full and address, under which the tenderer is proposing to execute the contract.	
2	Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division).	
3	Address of official premises at KGF, if any.	
4	Address of official premises at other places	
5	Telephone / Mobile / Fax / e-mail ID	
6	Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
7	Indicate ESI Registration/ Code No.	
8	Indicate PF Registration / Code No.	
9	Indicate GST Registration No. and applicable SAC for the subject work.	
10	Firm has to update their GST details on BEML website ( <a href="http://www.bemlindia.com">www.bemlindia.com</a> ).	
11	Nature of other works contracts and period dealt(Add additional sheet and upload if required).	
12	Details of works carried out for the past three years.	
13	Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them )	
14	Does your agency have ISO registration? If so, give details.	
15	Income tax PAN No	
16	Copies of satisfactory performance certificates with value executed	
17	Quoted price is deemed to be Exclusive of GST	
18	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	

Ref : EMCP/Training/Tender Document		Date : 19-10-2020
19	<p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code :</p> <p>2. Vendor Name :</p> <p>3. Account No :</p> <p>4. Name of the Bank : Address :</p> <p>5. IFSC Code : (Indian Financial System Code)</p> <p>6.MICR Code : (Magnetic Ink Character Code)</p> <p>7. NEFT Code : (National Electronic Fund Transfer)</p>	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		



**3.Scope of Work**

Sub: In-house Training Programs at BEML Ltd, KGF Complex.

BEML had carried out Training Need Analysis (TNA) for various training programs for each category of Executives/ employees have been identified. In this regard, it is proposed to seek response from the Training Firms / Agencies / Institutions for imparting in-house training to our Middle/Junior Level Management Executives and Employees.

Detailed scope of the work is as follows:

(i) Training firm / Agency /Institution shall undertake the program design and delivery/ imparting in-house training to Middle/ Junior level Management Executives and Employees of BEML Ltd.

(ii) Batch size: Consisting of 30 persons in a batch.

(iii)Programs required to be conducted at Kolar Gold Fields.

(iv)Details of the In-house training programs to be conducted are as given below:

**Category A : Grade I to Grade V**

Sl. No	Training Program	Duration	No.of Batches	No.of participants at the rate of 30 per batch	Level
1	Gear Technology	2 days	2	60	Jr.Level
2	Lean Management	1 day	2	60	Jr.Level
3	Conflict Management	1 day	2	60	Jr.Level
4	Change Management	1 day	2	60	Jr.Level
5	Creating Leaders for Tomorrow	1 day	2	60	Jr.Level
6	Value Engineering and Cost Reduction	1 day	2	60	Jr.Level
7	Effective Supervision	1 day	4	120	Jr.Level
8	Waste Control and Cost Reduction	1 day	4	120	Jr.Level
9	Inventory Management	1 day	2	60	Middle Level
10	Leadership Development-Higher Productivity	1 day	2	60	Middle Level
11	Customer Relation Management	1 day	3	90	Middle Level
12	Problem Solving & Decision Making	1 day	2	60	Middle Level
13	CNC Part Programming	1 day	2	60	Middle Level
14	Creativity, Innovation, Problem Solving Techniques	1 day	2	60	Middle Level
15	Materials Management	1 day	2	60	Middle Level
	Total		35	1050	

**Category B : Employees S-6 & below**

Sl No	Training Program	Duration	No of Batches	No of Participants	Level
1	Materials Handling	1 day	3	90	Employees S-6 & below
2	Change Management	1 day	4	120	Employees S-6 & below
3	Business Communication	1 day	4	120	Employees S-6 & below
4	Cost Reduction/Energy Conservation	1 day	4	120	Employees S-6 & below
5	Developing Positive Attitude /Value for Better Performance	1 day	5	150	Employees S-6 & below
6	Information Management	1 day	3	90	Employees S-6 & below
7	Personality Development	1 day	3	90	Employees S-6 & below
8	Creative Thinking	1 day	5	150	Employees S-6 & below
9	Supervisory Development Prog.,	1 day	5	150	Employees S-6 & below
10	5S, Six Sigma & Kaizen Technique	1 day	3	90	Employees S-6 & below
11	MS Office Suite	2 days	2	60	Employees S-6 & below
12	Work Ethics and Work Culture	1 day	2	60	Employees S-6 & below
Total			43	1290	

(v) All training programs to be handled by professionally qualified Trainers/Faculty having requisite skill and experience as indicated in succeeding paras. Faculty profile has to be shared with BEML well in advance.

(vi) For training programs conducted at KGF "TO" and "FRO" travelling expenses will be restricted to reimbursement of II AC train fare or equivalent or actual expense whichever is less . No Local conveyance or incidental expenses will be paid for such travel. However, Boarding and Lodging may be provided by the Company at its Guest House, on payment basis, subject to availability. Appropriate Lodging & Boarding arrangements may be made at BEML facilities in those locations, on payment basis, subject to availability.

(vii) The Firm will be responsible for content development, development of training materials for selected topics and delivery of the training. Pen, pad & folders and other training aids / infrastructure like class room, projector, internet, video/audio etc., will be provided by BEML.

(viii) The training content, material developed, and use of training aids etc., for each training program will be prepared in consultation with the authority concerned of BEML Ltd, KGF.

(ix) Additionally the course material so developed is required to be provided in Soft copy well in advance; at least one week prior to the commencement of the program.

(x) The Bidder shall be the single point of contact for BEML LTD and shall be solely responsible for conducting training program as per the tender terms and conditions/contract.

The contract comprises of full, final and entire completion of the subject work, all as shown in Schedule "A" Bill of Quantities and as described in the particular specifications and also subject to the General conditions of contract. The work shall be completed as per the duration mentioned under Tender Notice; the time of completion is to be reckoned from the date of commencement mentioned in the Service Purchase Order.

Accepting all terms and conditions of the subject tender unconditionally.

AGM - Contract Purchase Contractor

BEML Ltd – EM Division

Ref : EMCP/Training/Tender Document		Date : 19-10-2020
<b>4. Terms &amp; Conditions</b>		
1	<b>Price bid will be evaluated on line item-wise L1 basis</b> (rate per day). Price details are to be quoted in 'Item Data' on SRM system only. Bidder has to quote the Professional charges for each training program on per day basis excluding taxes. Professional fees quoted by the Bidder shall remain fixed during the contract period and no variation / change / alteration / correction is permissible on any account. A Bid submitted with any conditional price will be treated as non-responsive and shall be rejected.	
2	<b>GST</b> is applicable as per prevailing rates and payable extra. GST <b>should not</b> be included in the bid price. Applicable rate of GST and applicable SAC (Service Accounting Code) to be indicated in the Bidder's remarks. <b>GST is applicable on gross amount payable to the contractor.</b> Contractor has to submit the GST challan as proof of the payment to the tax authority having submitted the GST and filing the return (uploading data into the GST portal), while submitting bills for payment.	
3	<b>Terms of Payment :</b> (a) No advance payment shall be made. (b) Payments shall be subject to deductions of any amount for which the Firm/ Agency / Institution is liable under the agreement against this contract. Payments shall be made subject to deduction of TDS (Tax deduction at Source) as per prevailing Income Tax Act and any other taxes as on the date of invoice submission/payment date. (c) 100 % payment will be made in Indian Rupees, on conducting successful training of each program duly certified by the user and/or authorized official of BEML Ltd. (d) Contractor has to submit the bills after satisfactory completion of the training, along with work certification from Training In charge - HRD, EM Division, BEML Ltd for processing of the bills. Payment will be made against the submission of these documents.	
4	<b>Evaluation of Bids:</b> Envelopes received against pre-qualification requirements will be opened first and subsequent to realization of EMD, technical evaluation of those bids will be carried out and Price bids of such agencies, whose technical bids are qualified as per tender terms, will be opened for further processing.	
5	<b>Digital Signature: Class 3</b> Digital Signature is mandatory for bid submission on BEML e-Procurement system. Class 1 or Class 2 Digital Signatures will not be accepted by BEML SRM System. Activation of the Digital Signature Token in BEML system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence it is advisable to get new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token at least two days before the due-date of the tender. <b>For queries on Digital Signature or submission of bid in SRM system, please contact BEML SRM Team [080-22963269, 080-22963141 / e-mail : admin.srm@beml.co.in]</b>	
6	<b>Training Effectiveness / Delivery:</b> It is expected that the firm / faculty will deliver the program of high quality standard & expected to meet expectation of the participants. Effectiveness of the programs will be evaluated on the basis of participant's feedback on 10 point scale. Expected training satisfaction index (TSI) level is 85%. Performance of the firm / faculty will be assessed at the end of each program. If Firm/faculty TSI rating is below 85% for the two consecutive programs, BEML reserves right to discontinue the service of the firm / faculty for that specific programs and engage L-2 or L-3 agencies, if the agencies agree for the L-1 rates.	

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7	<p><b>Penalty / Liquidated Damages:</b> Time is essence of the contract. Successful Bidder/s must conduct training within the time period as specified in the work order. Postponement of training 7 days before the commencement of training will entail a penalty of equivalent to 10% of the professional fee of the particular program. If, it is 6 days and less 25% of professional fee of the particular program will be recovered from the Firm/ Agency/Institution.</p>	
8	<p><b>Termination of Contract:</b></p> <p>(a) BEML LTD may at any time terminate the contract, if the Bidder is unable to provide the training services as per the contract. In such cases, if any amount is due to the Bidder on account of the training conducted by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to conduct the training program has been made at the Bidder's cost and risk. The selected Bidder/s will give at least three months" notice prior to discontinuing the service.</p> <p>(b) BEML LTD may at any time terminate the Contract by giving written notice to the selected Firm/Agency/ Institution, without compensation to the selected Firm/ Agency/Institution, if the selected Firm/Agency/ Institution becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BEML LTD.</p> <p>(c) BEML LTD may by written notice sent to the selected Firm/Agency/ Institution, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for BEML LTD's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. BEML LTD reserves the right to elect :</p> <p>(i) To have any portion completed at the purchase order and/or the Contract terms and prices and/or</p> <p>(ii) To cancel the remainder and pay to the selected Firm / Agency / Institution, an agreed amount for partially completed Services.</p>	
9	<p><b>Understanding of Bid Documents:</b> A prospective Bidder is expected to examine all instructions, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>	
10	<p><b>Earnest Money Deposit (EMD) :</b> Bidders shall submit prescribed EMD as per 2.2 A1 a at Page 6/39. EMD shall be forfeited:</p> <p>(i) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form or</p> <p>(ii) In case of a successful Bidder fails to sign the Contract or furnish the agreement within the prescribed date or</p> <p>(iii) In case of a successful Bidder fails to furnish the Security Deposit.</p>	

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11	<p><b>Earnest Money Deposit (Modes of Payment) :</b></p> <p>(i) Firm/ Agency / Institution should pay the Earnest Money Deposit (EMD) through RTGS / NEFT. Earnest Money Deposit of the successful Bidder will be refunded after fulfillment of the Security Deposit Clause. EMD of unsuccessful bidder will be returned</p> <p>(ii) Deposit towards EMD shall not carry any interest.</p> <p>(iii) EMD has to reach before the closing date &amp; time of this tender. Bids without receipt of EMD before the closing date &amp; time of the tender or with EMD in the form of Cheque / Cash or EMD with lesser amount will not be considered and will be rejected.</p>	
12	<p><b>Security Deposit :</b></p> <p>(1) Successful tenderer shall furnish security deposit within 30 days of acceptance of the contract, for the fulfillment of the contract and security amount shall be to a value of 10% of the contract value (excluding GST). EMD amount shall be returned after submission of security deposit. Security deposit shall be released after completion of the events as per scope of work. Such Security Deposit shall not entail any interest payment on refund.</p> <p>(2) Options for payment of security deposit: Successful tenderer shall submit Bank Guarantee from any Indian Public Sector Bank equivalent to security deposit valid for a period 3 months after expiry of the contract, within 30 days of receipt of the Purchase Order.</p> <p>(3) Security deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions, the contractor shall within 10 (TEN) days thereafter make good these deductions.</p>	
13	<p><b>Bid Validity:</b> (1) Bids shall remain valid for <b>90 Days</b> from the date of bid closing.</p> <p>(2) In exceptional circumstances, BEML may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify their bid.</p>	
14	<p>(1) After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, BEML forfeits its EMD &amp; such agency's orders will be cancelled without any notice, apart from initiating legal action.</p> <p>(2) BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.</p> <p>(3) Name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.</p> <p>(4) Fax/e-mail quotations are not acceptable.</p> <p>(5) Details of Payment Receipts towards applicable GST/Other Tax shall be furnished.</p> <p>(6) On submission of the quotes, it will be presumed that the bidder has accepted all the terms and conditions of the tender.</p> <p>(7) Terms "Supplier" &amp; "Purchaser" refers to Consultant/Agency &amp; BEML respectively.</p>	

15	<p><b>Arbitration-For PSUs:</b> 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. 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.</p> <p><b>For firms other than PSUs:</b> 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. Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. Place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by said Act and Rules. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.</p>
16	<p><b>During Arbitration</b> supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings.</p>
17	<p><b>Applicable Laws and Jurisdiction of Courts:</b> Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern the Contract. Competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.</p>
18	<p><b>Force Majeure Clause:</b> 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 Supplier or the acts on which Purchaser has no control. 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 supply/work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, Purchaser shall reserve right to cancel the order/Contract, wholly or partly, in order to meet the delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed event at a mutually agreed price.</p>

19	<p><b>Intellectual Property Rights, Licenses:</b> 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.</p> <p>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 &amp; 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".</p>
20	<p><b>Jurisdiction:</b> 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.</p>
21	<p><b>Bribes and Gifts :</b> 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.</p>
22	<p><b>Drawings and Documents:</b> 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.</p>



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23	<b>Non-Disclosure and Information Obligations:</b> Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.	
24	<b>Progress Report:</b> Supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. Submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.	
25	<b>Contract Variations – Increase or Decrease in the Scope of Supply:</b> 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. Supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. 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.	
26	<b>Non-Waiver of Defaults:</b> If any individual provision of the Contract is invalid the other provisions shall not be affected. 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.	
27	<b>Assignment of Rights and Obligations, Subcontracting:</b> 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.	
28	<b>Integrity Commitment in the Execution of Contracts :</b> Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract. <b>Contractor (s) commit (s)</b> 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. Contractor (s) will not commit any offence under the relevant Acts. 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. Consultant(s) will not enter with other Firm(s)/Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If 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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29	On award of contract, firm shall execute an agreement in a bond paper of Rs 200/- as per the format given by M/s BEML Limited to carry out the subject work as per terms and conditions as directed.	
30	Sub-contract/sub letting: Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.	
31	Electricity required for the presentation will be provided at a nearest available point by BEML on availability at free of cost.	
32	Quantity indicated in the BOQ is requirement for one year from the commencement of the contract.	
33	<b>ACCIDENTS INJURIES AND DAMAGES:</b> From commencement to completion of the contract, the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the contract period in the training area. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any of the firm's officials. In the event of any accident / injury / disablement to the firm's staff, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance. Contractor shall take care of all industrial safety norms.	
34	If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called up to in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the contractor.	
35	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.	
36	All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.	
37	Contract will be in force for a period of one year from the date of commencement of the contract, at firm rates, terms & conditions. Unit rate will remain same for the period of One year.	
38	<b>Security Deposit:</b> (1) Successful bidder shall furnish security deposit towards fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding GST). Security Deposit shall not entail any interest payment on refund. (2) Contractor on acceptance of the contract, deposits the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.	
39	<b>Options for payment of security deposit:</b> (1) Contractor on acceptance of contract, deposit the Security Deposit amount through RTGS/NEFT to Account No 54029289872, M/s BEML Ltd., EM Division, KGF. [IFSC code: SBIN0040168 (SBI BEML Nagar) ]. OR (2) Bank guarantee from Indian Public Sector Bank towards Security Deposit.	
40	(1) <b>Contractor may choose any one of the options and inform the same in writing. Failing which, it is presumed that Option-2 is considered i.e. Security deposit will be furnished in the form of Bank Guarantee.</b> (2) In case of BG submitted towards SD it shall remain in force till the completion of <b>Contract period + Three months.</b> (3) Security deposit will be held by the Company as Security for the satisfactory	

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40	performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.	
41	<p><b>Refund of Security Deposit:</b> (1) If BG is submitted as SD, it will be returned to the contractor on completion of the contract based on the recommendations of In-charge, in writing, that the work has been completed in all respects.</p> <p>(2) SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.</p>	
42	This contract comprises of full, final and entire completion of the subject work as shown in Schedule 'A' Bill of Quantities and as described in the particular specifications and also subject to the General conditions of contract.	
43	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.	
44	In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other training agencies and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.	
45	Arbitration of Disputes: Venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.	
46	Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.	
47	All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO, EM division of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.	
48	Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.	
49	BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.	
50	Due date for submission of tenders may be extended by BEML, <b>in its sole discretion</b> , which shall be announced as <b>corrigendum to original NIT only at BEML Limited's</b>	

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50	<b>website.</b> Validity of bids submitted shall be deemed to be extended accordingly.	
51	BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.	
52	Correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.	
53	Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.	
54	BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.	
55	BEML reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.	
56	BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.	
57	Bid invitation / Notice Inviting Tender is not an offer or a contract.	
58	Proposals become BEML's property.	
59	BEML reserves the rights to : I. Accept or reject any or all proposals. II. Waive any anomalies in proposals through an addendum. Modify or cancel RFx / Tender Enquiry.	
60	BEML Ltd's decision is final for evaluation of the offers.	
61	Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.	

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62	Canvassing in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.	
63	In case any Person/Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.	
64	Uploaded documents in the SRM Portal should be legible & readable. If required, entire original documents (Uploaded Documents in SRM Portal) have to be submitted, if asked for, within time frame specified at that time. If Original documents are not submitted when asked for, their Bid will be liable for rejection.	
65	A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.	
66	Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.	
67	No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s).	
68	<b>Public Procurement – Preference to Make in India Policy</b> : Procurement and placement of order is subject to <b>Public Procurement (Preference to Make in India) Order 2017</b> issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No. <b>P-45021/2/2017-B-E-II dt 15<sup>th</sup> June 2017</b> . The full details of the order can be seen at <a href="http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017">http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017</a>	
69	Supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.	
70	Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. Contractor shall not be entitled to claim any compensation or any damages for such termination.	
71	Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.	

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72	<b>Price &amp; Invoicing:</b> Agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. Method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number (s) and supporting documents as called for in the Purchase Order.	
73	<b>Risk purchase clause:</b> In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.	
74	<p>For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied:</p> <p>Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.</p> <p>Defaulting Contractor shall be served with notice of re-purchase.</p> <p>Risk purchase loss shall be recovered only after the re-purchase contract has been executed.</p> <p>There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, Supplier has to accept the cancellation. BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.</p>	
75	<b>Purchase Order Cancellation Clause:</b> In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.	
76	If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.	
77	<b>Non-disclosure and information obligations :</b> Supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.	
78	<b>Tax conditions :</b> TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for Service/NRC that will be carried out.	
79	<b>Works to be carried on with expedition failing which the Company may employ other Contractor(s) without vitiating the contract :</b> Contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may	

79	reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.
80	<b>Contract variations - Increase or decrease in the scope of supply:</b> 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. Supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. 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.
81	<b>Secrecy:</b> All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML. BEML shall be entitled to prevent a breach of the above and to damages in case of breach.
82	Contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.
83	<b>Appropriation :</b> BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.
84	Contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. Contractor shall guarantee that the service rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal

Ref : EMCP/Training/Tender Document		Date : 19-10-2020
84	requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.	
85	Prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.	
86	If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.	
87	<b>Non-waiver of defaults:</b> If any individual provision of the Contract is invalid, the other provisions shall not be affected. 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.	
88	<b>Integrity commitment in the execution of contracts :</b>	
	<b>(a) Commitment by Purchaser:</b> Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.	
	<b>(b) Commitment by the Contractor:</b> 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. Contractor (s) will not commit any offence under the relevant Acts. 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. Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.	



**BEML LIMITED****KOLAR GOLD FIELDS – 563115**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279365 / 279338

Fax : 08153 - 263274

Sub :	In-house Training Programs at BEML Ltd, KGF Complex.
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**5. COMMERCIAL BID****Note :**

1. UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'.  
Firms has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ
2. Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data' in the system.
3. Unit rates quoted should be exclusive of applicable GST.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. Intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Bidders are advised to visit the work areas, consult the concerned officer and get clarified and then quote.  
Ignorance at a later stage will not be entertained by BEML.
6. Bid should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.
8. Rate quoted should be firm for the contract period.
9. Selection of **L1 firm will be based on the least quoted rate for individual activities** (line item wise) indicated in BOQ.

10. L-1 will be considered for award of contract.
11. For any clarifications regarding Scope of work/Terms and Conditions, please contact Manager -HRD, EM Division, BEML Ltd-KGF.
12. Payment will be against certification of Manager -HRD, EM Division, BEML Ltd-KGF, based on satisfactory completion of work. Bidders are requested to indicate/ select SRM code 'L046' while quoting the commercial bid.
13. Contractor has to study and understand complete scope, work involved / to be carried out and terms & conditions before quoting the tender.
14. Non performance of any job in any area will lead to deduction proportionately from the bills payable.
15. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from Contract-Incharge.
16. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities and Terms & Conditions.

**5.1 SCHEDULE 'A' BILL OF QUANTITIES**

Sub : In-house Training Programs at BEML Ltd, KGF Complex.

Sl No	Description	UoM	Qty	Unit Rate In Rs	Extended Value in Rs
a	b	c	d	e	f = d x e
1	Gear Technology	Job	2		
2	Lean Management	Job	2		
3	Conflict Management	Job	2		
4	Change Management	Job	2		
5	Creating Leaders for Tomorrow	Job	2		
6	Value Engineering and Cost Reduction	Job	2		
7	Effective Supervision	Job	4		
8	Waste Control and Cost Reduction	Job	4		
9	Inventory Management	Job	2		
10	Leadership Development-Higher Productivity	Job	2		
11	Customer Relation Management	Job	3		
12	Problem Solving & Decision Making	Job	2		
13	CNC Part Programming	Job	2		
14	Creativity, Innovation, Problem Solving Techniques	Job	2		
15	Materials Management	Job	2		
16	Materials Handling	Job	3		
17	Change Management	Job	4		
18	Business Communication	Job	4		
19	Cost Reduction/Energy Conservation	Job	4		
20	Developing Positive Attitude /Value for Better Performance	Job	5		
21	Information Management	Job	3		
22	Personality Development	Job	3		
23	Creative Thinking	Job	5		
24	Supervisory Development Prog.,	Job	5		
25	5S, Six Sigma & Kaizen Technique	Job	3		
26	MS Office Suite	Job	2		
27	Work Ethics and Work Culture	Job	2		

**END OF BOQ**

**Annexure – A****6. Details to be filled / Uploaded by the participating Firm / Agency / Institution**

SINo	Description	Details to be filled / uploaded	
1	Name of the Firm / Agency / Institution		
2	Name of the owner of the Firm / Agency / Institution		
3	Address of the Firm / Agency / Institution		
4	Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID		
5	Date of Establishment of the Firm/Agency/ Institution		
6	The Firm should possess GST REGISTRATION AND THE SAME TO BE UPDATED IN BEML WEBSTE <a href="http://www.bemlindia.com">www.bemlindia.com</a> GSTIN / HSN CODE / SAC	GST DETAILS Updated in beml website : Y/N	
7	TIN or PAN details of the Firm/Agency/ Institution with a copy of TIN or PAN card / form.	Please upload copy of TIN or PAN card / form.	
8	Firm/ Agency / Institution profile along with detailed profile of empanelled trainers to be uploaded.	Please upload the details	
9	Details of Annual Turnover for latest three years or for FY2018- 19, 2017-18 & 2016-17 (in Rs Lakhs).	Financial Year	Annual Turnover (in Rs Lakhs)

(10) Details of experience of training Firm/ Agency /Institution (along with client list spanning across range of sectors) with all supporting documents to be uploaded.

SI No	Client Name	PSU/Private	Period of Training From/To	No. of Programs Conducted	Remarks (if any)	Organization strength of Executives

## (11) Details of faculty (fulltime employees) :

SI No	Trainer / Faculty Name (Full time employees)	Trainer Experience		Qualification (Minimum Post Graduate)	Language Fluency
		Training Experience	Corporate Experience		

## (12) Details of faculty/Trainer (external resource persons) :

SI No	Faculty/ Trainer Name (external resource)	Trainer Experience		Qualification of the Trainer	Language Fluency
		Training Experience	Corporate Experience		

## (13) Bank details :

Name of account holder	
Account No	
Bank Name	
IFSC code	

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

Signature with date of Authorized signatory Name: Designation:

Firm's Seal:

**Annexure –B**

**7. 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:

**Annexure –C**

**8. NIT Acceptance Letter**

To : AGM – Contracts Purchase,  
EM Division,  
BEML Ltd.,

Dear Sir,

Having examined the Tender EMCP/Training/Tender Document dated 19-10-2020,

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:

**END OF DOCUMENT**