



BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
BANGALORE COMPLEX, POST BOX : 7501, NEW THIPPASANDRA POST,
BANGALORE-560075

Section I: NOTICE INVITING TENDER (NIT)

1. Notice Inviting Tender (NIT)

BEML Ltd through the FPIIC Department (Hereinafter referred to as ‘the Authority’, the procuring entity’, and ‘the procuring organization’ respectively), invites bids for entering into a contract for the supply of Services i.e. “ Insourcing CAD Services ” as per Procurement Technical Specification brought out in the tender within the tender closing date.

This tender Document reference no: BEML/FPIIC/PTS/DEF/002, Tender no: as per SRM (hereinafter referred to as ‘the Tender Document’) , gives further details.

Quotations should be submitted online (E-mode) in SRM Portal which is Two-Bid system consisting of :

1. Technical Bid
2. Commercial Bid

Note: 1. Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.

2. No price term to be indicated in the technical bid else the offers of such bidders will be rejected and not considered for further commercial evaluation

3. Tender / relevant documents can be uploaded with seal and sign or can also be digitally signed.

Note: - The tender consists of 49 no. of pages including this page.

Disclaimer

This tender is neither an agreement and nor an offer by BEML Ltd to the prospective bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this tender.

This tender includes statements, which reflect various assumptions and assessments arrived at by BEML Ltd in relation to the tender. This tender document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this tender. Wherever necessary, BEML Ltd reserves the right to amend or supplement the information, assessment or assumptions contained in this tender. BEML Ltd reserves the right to withdraw the tender or foreclose the procurement case at any stage. The issuance of this tender does not imply that BEML Ltd is bound to shortlist a Bidder for the tender. BEML Ltd also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

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Abbreviation Definition

IPR - Intellectual Property Rights	PC - Indian) Penal Code
INR - Indian Rupee	PPD - Procurement Policy Division
ITB - Instructions To Bidders	PQB - Pre-Qualification Bidding
JV - Joint Venture	PVC - Price Variation Clause
JV/C - Joint Venture/ Consortium	RAP - Reverse Auction Process
LoA - Letter of Award (Acceptance)	RCM - Reverse Charge Mechanism
MII - Make in India	SC - Scheduled Caste
MSE - Micro and Small Enterprises	SCC - Special Conditions of Contract
MSME - Micro Small and Medium Enterprises	ST - Scheduled Tribe
MSMED - MSME Development (Act)	TCS - Tax Collected at Source
NEFT - National Electronic Funds Transfer	TDS - Tax Deducted at Source
NIT - Notice Inviting Tender	TIA - Tender Inviting Authority
PAN - Permanent Account Number	TIS - Tender Information Summary

2. The Tender Document

2.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary'(TIS) gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the Tender Document for details before the submission of their bids. However, bidders must go through the complete Tender Document for details before submission of their bids.

2.2 Availability of the Tender Document.

The Tender Document shall be published on the portal. It shall be available for download till the deadline for availability as mentioned in TIS. The downloaded Tender Document is free of cost. If procuring entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query / clarification regarding downloading Tender Document and uploading bids on the e procurement may be addressed to the help desk (contact details given in TIS)

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing / electronically from office / Contact person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, Participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification Criteria'. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria (Eligibility Declarations). Bidder unless otherwise stipulated in TIS/ AITB:

1) must be:

- (a) a natural person, private entity, public entity (State-owned enterprise or institution),
- (b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- (c) a provider of the Non-consultancy Services offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, Private Security Agencies, as applicable to the subject Services.

2) must:

- (a) 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 aforesaid reasons.

(b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):

i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Bharatiya Nyaya Sanhita (BNS) or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

- of the near relations of executives of Procuring Entity involved in this Tender Process

(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

3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.

4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

5) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause.

6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Pre-bid Conference:

If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

6. Submission of Bids:

1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

4) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) . Documents Relating To Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the original BSD should be uploaded along with bids. Bids not complying with these provisions shall be rejected.

5) Integrity Pact: If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity. Bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) reject any or all of the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Services; or
- d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Tender Inviting Authority (TIA)
Derick Vincent
Manager – FPIIC Department
Email Id : derick.vincent@bemlltd.in

The tender consists of two parts as indicated below:

Sl. No.	Nature of Bid	Mode of Submission	Details
1	Technical Bid	SRM Portal	Technical Bid (Without Price Details) shall be uploaded and submitted in the SRM Portal, wherein only Details related to technical Bid /technical information in SRM Portal shall be uploaded
2	Commercial Bid	SRM Portal	Price details to be duly filled in specified field on SRM Portal. Lumpsum price exclusive of taxes to be quoted considering all the factors requirement as per PTS. Taxes to be indicated separately in SRM (provision for the same has been provided) Evaluation is based on L-1 bidder.

2.3 Tender Information Summary (TIS)

Sl no	Particulars	Remarks
1.0	Basic Tender Details	
	Tender no: date	As indicated in SRM Portal
	Tender Category	Services
	Tender subject	Insourcing CAD Services
	Bidding System	Two Stage 1. Techno-commercial bid 2. Price bid
	Procuring entity	BEML – FPIIC Department
	Contact Person	Derick Vincent , Manager , FPIIC (Futuristic Product Innovation & Incubation Centre) Email: derick.vincent@bemltd.in Bangalore Complex
2.0	Requirement Details	
	Contract period	Till completion of contractual obligation as per provided in Procurement Technical specification (PTS)
	Form of Contract	Time based
	Schedule	as per provided in Procurement Technical specification (PTS)
	Services Details	As per PTS
3.0	Critical Dates	
	Tender published Date and time	As indicated in SRM Portal
	Bid validity date from the date of tender opening	120 days
	Clarification end date	Before 4 days from the tender closing date published in the SRM Portal
	Bid submission closing date and time	As indicated in SRM Portal
	Tender opening (techno commercial bid) Date and time	As indicated in SRM Portal
	Reverse Auction	No
	Tender opening (Financial bid) Date and time	To be intimated later.
4.0	Eligibility to participate	
	Nature of Bidders eligible	Should meet the eligibility criteria and Qualification criteria brought out in PTS (Procurement Technical Specification) to participate in the tender.
	Minimum Local content for eligibility to participate (Make in India Policy)	20%
	Classes of Local suppliers eligible to participate (Make in India Policy)	Class I and II Service Providers
5.0	Threshold for eligibility to participate and preference under Make in India Policy	
	Classification of Local Suppliers based on Minimum Local Content	Class I Local Supplier – 50% Class II Local Supplier , more than 20% but less than 50% Non Local supplier less than 20%
	The Margin of purchase preference	20%
	Is the requirement divisible for preference	No
	Would the contract be split among more than one bidder	No
6.0	Submission of tender documents in SRM Portal	

	Technical assistance for submitting the bid in SRM portal contact:	To contact SRM via email : admin.srm@beml.co.in Contact no : L: 080-22963269
7.0	Documents related to Bid Security and Performance Security	
	Performance Security	Applicable @ 10% of Contact value . PBG to be provided through NeSL portal
	EMD	Not applicable
	Bid Security	As per Bid Security Form to be filled and uploaded in the Portal along with Techno commercial bid.
8.0	Price Bid	
	Bidders should quote Lumpsum amount inclusive of taxes considering all criteria brought out in the Procurement Technical specification and the prices to be uploaded in the SRM portal. To provide Break up cost for to be provided later if sought.	
9.0	Additional clauses	
	Integrity Pact to be signed and submitted along with bid.	Not applicable
	Independent External Monitors, Name and contact details	Shri Kasividyasagar, IAS (Retd.) House no. 55, Dream valley gated community, Manikonda, Hyderabad – 500089. Mobile no. +91 9771407778 Email : kasividyasagar@gmail.com Shri Lt. Gen. Abhay Krishna , (Retd.) 4A-902, Gurjinder Vihar, AWHO Township, Sector CHI-1 Greater Noida, UP - 201310 Mobile no: +91 9871234353 Email: abhayabk@gmail.com
	Price variation clause	No
	Advance Payments provided	No
	Payment terms	As per MSME Act for MSE firms and other 60 days from the date of submission and acceptance of Services.
10	Documents to be submitted as part no Techno Commercial bid	
	Form 1	Bid Form
	Form 2	Bidder Information
	Form 3	Eligibility Declaration (Govt. Policies and compliances)
	Form 4	Compliance to Procurement Technical Specification
	Form 5	Compliance to GCC and SCC.
	Form 6	Bid Securing Declaration
	Form 7	Integrity Pact (Not applicable)
	Form 8	Confidentiality Agreement
	Form 9	Checklist for the bidders
11	Other formats	
		Non-Disclosure agreement to be executed by L-1 bidder.
		Performance bank guarantee form

Section II: Instructions to Bidders (ITB)

The Tender Document

1.1. Basic Tender Details

This 'Tender Document' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for supply of the Services (hereinafter called 'the Services'). Bidders must go through the Tender Document for further details refer 'Tender Information Summary' (TIS) in this tender for ready reference. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

General Conditions of Contract (GCC) and Procurement Technical Specification also shall apply to the rest of the Tender Document.

1.3. Overview of Contents

1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB. A PTS file separately available on the eProcurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the PTS file or other files that comprise this Tender Document.

2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB. The sections mentioned in ITB need not be signed or returned by the bidders; however, Bidder must declare in his bid Form 1 that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the Tender Document (need not be signed or uploaded)

1.4.1 Sections of the Tender Document (need not be signed or uploaded) Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section II: Instructions to Bidders (ITB)

Section III: Appendix to Instructions to Bidders (AITB)

Section IV: General Conditions of Contract (GCC)

Section V: Special Conditions of Contract (SCC)

Section VI : Schedule of requirements and Price bid details

Section VII : Procurement Technical Specification.(PTS)

Section VIII: Qualification Criteria

1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up 'Compliance to Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.3 Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Compliance to Terms and Conditions' regarding any deviations from this Schedule.

1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Compliance to Terms and Conditions' regarding any deviations from terms and conditions in this and other Schedules.

1.4.5 Section VI: Schedule of requirements and Price bid Details.

Section VI: Schedule of Requirements and Section VI-1: Service and Activities Schedule describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, quantum, timelines of Services required etc. The requirements may consist of more than one schedule. Each schedule may contain more than one Service. Bidders

1.4.6 Section VII – Procurement Technical Specifications Section.

Bidders must fill up 'Confirmation/ Deviation from Procurement Technical Specifications' regarding this Schedule. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its bid shall be liable to be rejected as nonresponsive.

1.4.7 Section VIII: Qualification Criteria;

These Sections lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive.

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Bids are to be addressed to the Head of Procurement, Procuring Entity in the Procuring Organisation (headed by Head of the Procuring Organisation). The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document.

2.2. Right to Intellectual Property and confidentiality:

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that: now or hereafter is or enters the public domain through no fault of Bidder; is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods or Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders – Eligibility and Preferential Policies

3.1. Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

3.2. Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 3 Eligibility Declarations.

3.3. Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1. Any bidder from a country that shares a land border with India
2, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries' shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 3 bid Form.

2. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 3 Bid Form.

3. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

4. "Bidder from such Restricted Countries" means: -

- a. An entity incorporated, established, or registered in such a country; or
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. fAn Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium/ joint venture where any member falls under any of the above

5. The beneficial owner shall mean:

- a. In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation

i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.

ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.4. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 3 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the

disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

6. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or

7. has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5. Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 8a– Declarations by Agents/ Associates of Foreign Principals:

1. The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorising them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2. Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.

3. The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).

4. Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

5. Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or

4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ AITB

4.1. Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

1. 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.

2. 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.

3. 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

1. Minimum local content for eligibility to participate: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.

2. Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not nonlocal Suppliers.

4.1.4 Thresholds

Following thresholds shall be declared in the Tender Document.

- a. **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
- b. **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.

c. **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non local or Class-II bidders for being eligible for purchase preference.

2. If not so declared, the default threshold shall be as follows:

- (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
- (b) Minimum local content for eligibility to participate shall be 50%,
- (c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

1. Where the Services are divisible by nature:

a. Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

b. If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class Procurement of Non-consultancy Services Class I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

3. Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:

a. Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

b. If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price. c. If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

3. Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders' subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:

a. If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.

b. In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If

'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations:

1. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.

2. In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

3. Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.

4. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenisation

1. If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.

2. The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 3 – Eligibility Declarations:

1. Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Nonlocal Supplier and their eligibility to participate as per this clause.

2. If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.

3. If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

4.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

4.2.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 3 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

(a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs

(b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.

(c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

4.2.2 Support to MSEs

1) Tender sets shall be provided free of cost to MSEs.

2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause, they shall be required only to submit Bid Security Declaration)

4.2.3 Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an

MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

4.3. Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and

c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter- Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1. **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause, they shall be required only to submit Bid Security Declaration)

2. Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.

5. The Schedule of Requirements and Form of Contract

5.1. Eligible Services – Origin and Minimum Local Content Unless otherwise stipulated in the Tender Document, all 'Services' and incidental 'Goods and Works' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Services delivered must not circumvent the provisions relating to such benefits.

5.2. Quotation for All Schedules and all Services

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules in the PTS (and all the Goods / Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

6. Bid Prices, Taxes and Duties

6.1. Prices

6.1.1 Competitive and Independent Prices

The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- i) those prices; or
- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered.

The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

1. Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

2. Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

1. Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices

6.1.4 Price Schedule

Bidders are to upload lumpsum amount for the execution of the entire project as indicated in the PTS.

1. Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated SAC code and GST rate.
2. While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.
3. Please refer to ITB-Clause for further details.

6.1.6 Currencies of Bid and Payment

1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

2) Where the Tender Document permits quotations in different currencies, then, for Services performed in India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB clause. Regarding price(s) for incidental works/ goods, if any required with the

a. Services, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced from India.

b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2. Firm/ Variable Price

6.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause:

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.

2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.3. Goods and Services Tax (GST)

6.3.1 GST Registration Status:

1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) GST Registration Number (15-digit GSTIN). If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.

3) Composition scheme: If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

4) Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

5) The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements.

6.3.2 HSN Code and GST Rate:

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them

2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '% inclusive of cess.

4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

5) Applicability to Imported Goods/ Services: Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

6.4. Payments

6.4.1 General

Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of goods or services with 60 days credit at 'the Stores' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take

such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause.

7.3. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

9.1. The bid

9.1.1 Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternate Bids not Allowed.

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

9.2. Documents comprising the bid:

9.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid:*

- 1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause.
- 2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
Form 2: Bidder Information;
a) Form 3: Eligibility Declarations;
b) If applicable. Form 8a: Declaration by Agents/ Associates of Foreign Principals (ITB-clause)
- 3) Form 4: Qualification Criteria - Compliance: Documentary evidence and following related forms needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
- 4) Form 5: Schedule of Requirements and warranty - Compliance. Bidders should fill this form to detail the Schedules of Goods and Services offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding 'Schedule of Requirements and Warranty in a chart form, without any ambiguity or conditionality along with justification and supporting

documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

5) Performance Standards and Quality Assurance - Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents, to establish that the Goods / Services offered in the bid fully conform to the Goods / Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance, Methods Statement, and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

6) Form 6: Terms and Conditions - Compliance. Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall

be uploaded as Form 6. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

7) Form 10- Checklist for the Bidders: Bidder must also upload the Checklist given in the Tender Document as Form 10 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8) If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact

9) Any other format/ Form if stipulated in AITB or if considered relevant by the bidder

9.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an Financial Documents) considering all financially relevant details, including Taxes and Duties as per ITB clause

6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

9.3. Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.

2) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9.4. Bid Security - Related Documents

1) In lieu of Bid Security, all Bidders shall furnish/ upload a Bid Securing Declaration (BSD) ,Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or

b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

ii) fails or refuses to sign the contract.

3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

(a) receipt by Bidder of the Procuring Entity's notification

i) of cancellation of the entire tender process or rejection of all bids or

ii) of the name of the successful bidder or

(b) forty-five days after the expiration of the bid validity or any extension thereof

4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.5. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity. Signing and Uploading of Bids

10.1. Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations,

procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

10.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1 Bidder Information.

10.3. Submission/ uploading of Bids.

10.3.1 Submission/ Uploading to the Portal 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.

2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.

3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

4) Bidder need not sign or up-load the Schedules in ITB-clause while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.

5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

7) Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

11) The Procuring Entity may extend the deadline for the bid submission by issuing an amendment as per ITB-clause , in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

10.4. Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

10.4.2 Withdrawal

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1. General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

During the evaluation of Bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
2. A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
- a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
 - c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

3. The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

4. Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

5. The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders.

The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2. Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security Declaration (Form 7) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Goods / Services offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 6) The bid validity is shorter than the required period.
- 7) The bid departs from the essential requirements stipulated in the bidding document;
- 8) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement and warranty or has not quoted the entire Goods / Services as stipulated in that schedule.
- 9) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods / Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause.

12.3.1 Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB and NIT-clause above to participate in the Tender Process as per submission in Form 3: Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

12.3.2 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensatio if any, for Start-ups, as per ITB-clause) as per submission in Form 3 and its subforms. This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance, Performance and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

12.3.3 Evaluation of Conformity to Commercial and Other Clauses Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause), Contractor's Obligations and Restrictions of its Rights (GCC Clause), Performance Bond/ Security (GCC Clause), Force Majeure (GCC Clause), Taxes & Duties (GCC Clause), Defects Liability Period (GCC Clause) and Code of Integrity (GCC Clause 14) will be deemed to be a material deviation.

12.3.4 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids . Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB-clause as per the type of Tender Processes.

12.4. Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

- 1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- 2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.

- 3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;
- 4) If any bidder offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- 5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions;
- 6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
- 7) evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause :
 - a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
 - b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
 - c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
- 8) Price Variation: If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
- 9) Ambiguous Financial bid: If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.3 Evaluation Process in Tender cum e-Reverse Auction

As per BEML Reverse action terms and conditions.

12.4.4 Cartel Formation/ Pool Rates

Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders – excluding one or more bidders based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc. If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to: order any quantity on any one or more bidders without assigning any reason thereof. And/ or consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.4.5 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

12.4.6 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

12.4.7 Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post eReverse Auction process.

Award of Contract

13.1. The Procuring Entity's Rights

13.1.1 Right to Vary Quantities at the Time of Award:

At the time of contract award, the Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Services originally stipulated in

Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document),.

13.1.2 Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
- 2) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Services, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth delivery of Services as per requirements.

13.2. Letter of Award (Acceptance - LoA) and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

13.2.3 Letter of Award (LoA)

- 1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.
- 2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

13.2.4 Performance Security

- 1) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the contractor to the Procuring Entity.
- 2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. The Procuring Entity on being satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

13.2.5 Signing of Contract

- 1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with subformats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
- 3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.2.6 Expiry of bid Declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, in terms of ITB-clause. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance

Security and signed the Agreement.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.

2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

b) Only a directly affected bidder can represent in this regard.

i) In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;

ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

c) Following decisions of the Procuring Entity shall not be subject to review:

i) Determination of the need for procurement.

ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition

iii) Selection of the mode of procurement or bidding system;

iv) Choice of the selection procedure.

v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government

vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government

vii) The decision to enter into negotiations with the L-1 bidder; and

viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause(including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

Section III: Appendix to Instructions to Bidders (AITB)

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

ITB Clauses	Details	To be read as
3.2	Eligibility Criteria	Bidders to comply with Government policies such as Make in India, Land border sharing, Public Procurement Policy.
5.5	Form of Contract	Lumpsum price to be quoted
6.4	Payment	<p>Monthly billing – considering 26 days cycle time (26 + 26 + 26 = 78 days) For MSE bidders – as per MSME act after receipt and acceptance of the Services at BEML. For other bidders – 60 days after the receipt and acceptance of the Services at BEML.</p> <p>Note : Payment to the firm will be made on monthly basis on completion of 26 Man days by all the 6 persons deputed by the service provider.</p>
10.3	Submission / uploading of documents	<p>Upload fill in Documents Form 1 – Bid Form and related documents Form 2 Bidder Information and related document Form 3 – Eligibility Declaration and related documents Form 4 : Compliance to Procurement Technical Specification Form 5 - Compliance to schedule requirement. Form 6 – Compliance to GCC and SCC Form 7 – Bid security Declaration of local content by as per Form 3</p>
	Evaluation of L-1 Bidders	<p>Lowest bidders who has quoted for lumpsum amount. Any payment deviation sought – suitably finance loading factor will be loaded to the lumpsum amount to arrive at L-1.</p>
	GST	<p>The payment is further subject to the following: a) The Invoice shall be compliant with GST laws. b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed. c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier. d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty. e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website. f) Relevant TDS / TCS as applicable shall be deducted as per prevailing Income Tax / GST / GOI notifications g) The supplier should submit the following documents for each supply: Tax Invoice; GSTR-1 return filed with authorities with the relevant abstract GSTR-3B return or any other form of return prescribed by the authorities. Copy of Challans regarding deposit of GST Certificate of Chartered Accountant</p>

Section IV – GENERAL TERMS & CONDITIONS FOR SERVICES

A) DEFINITIONS & INTERPRETATIONS:

The Purchaser' means "(include BEML Limited, Division address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.

Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.

Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.

Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.

Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.

Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.

Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.

Words in singular include the plural & vice-versa.

Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.

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

INSTRUCTIONS FOR SUBMISSION OF THE TENDER

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

The tenderer shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per the instructions by the user department from time to time. The Contractor can visit the site before offering his unit rates if necessary.

This Tender is in Three bid system consisting:

Pre-Qualification Bid

Technical Bid

Commercial Bid

Prequalification bid (Integrity Pact, **if tender value is more than Rs.1 Crore & EMD**) should be submitted through manual mode

Technical and commercial bids should be submitted through online in **BEML SRM e-Procurement portal only**.

Bidders should have a valid **Class III Digital Signature Certificate with encryption** issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.

Interested bidders who doesn't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

Key dates for Submission of Tender are given below.

Sl. o	Details	Important Date & Time
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1.	Last date for forwarding Queries if any, for clarification during Pre-Bid meeting	
2	Pre-Bid Meeting date & Time	
3	Last date for submission of bid. Pre-Qualification Bid (i.e. Integrity pact & EMD) through Manual Mode& Technical and Commercial bid through e-mode in BEML SRM Portal	
4	Opening of Pre-Qualification Bid	
5	Opening of Technical Bid	
<p>Note: Commercial Bids of those bidders whose prequalification and technical bids are accepted only will be opened after technical evaluation.</p> <p>The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.</p>		

PRE-BID MEETING:

Queries from the Bidders if any related to this tender, will be clarified during the pre-bid meeting which would be held on ----- at ----- Hrs at BEML Limited, -----Complex.

If any bidders seeking clarifications should send their queries to our E-mail address _____@beml.co.in on or before ----- at ----- Hrs.

Clarifications to the bidders' queries will be clarified during the Pre-Bid meeting and Corrigendum if any will be published in BEML website www.bemlindia.in only.

Note: If any queries received from the bidder after ----- at ----- Hrs, it will not be considered for Pre-Bid meeting

Submission of pre-qualification bid (i.e. Integrity pact, if tender value is more than Rs.1 Crore& EMD):

The bidder / contractor should submit **Earnest Money Deposit** or valid certificates for EMD exemption and duly signed **Integrity Pact** (if the tender value is more than Rs.1.00 crore) as Pre-Qualification documents in single sealed envelope. The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with "Pre-Qualification Bid to Tender Ref: _____ (Bid invitation number) due on _____ (Tender closing date)for " _____ " (Description of service). The name and address of the tenderer shall be written on the left hand bottom corner of the envelope. The bidder should submit Pre-Qualification Bid through manual mode to the following address before tender closing date & time.

(Address of Office where bid to be submitted)

Submission of technical bid:

The firm should submit their Technical Bid through E-mode in BEML SRM Portal only. The following documents shall be uploaded in the Collaboration Folder in BEML SRM portal as technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

- Documents for proving eligibility criteria.
- All the documents along with respective supporting documents which is specified/sought in the Annexure-A-Technical Bid
- Any other relevant documents as applicable

Submission of commercial bid:

All the Price bid details are to be submitted through E-mode in SRM portal only. Price details should be entered in the 'Price Conditions' column in SRM portal against the respective service. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "my note".

GENERAL TERMS & CONDITIONS FOR TENDER FOR PROCUREMENT OF SERVICES**EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE:**

Every bidder shall deposit an amount of Rs. _____ (In words also) (2% to 5% of annual estimated value) as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:

Account Payee Demand Draft / Banker's Cheque in favour of BEML Limited from any of the commercial bank
(OR)

An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-G having a validity period of **bid validity + 45 days** from the date of opening of Tender.

(OR)

Through NEFT / RTGS in favour of BEML Limited. *(Division Bank A/c details and IFSC)*

Exemption for payment of EMD:

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid MSME / NSIC / Udyog Aadhar certificates or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption.

Bidder / Contractor who had deposited the permanent EMD at Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter issued by BEML Limited.....Division in this regard to be submitted as pre-qualification document.

Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.

The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of **bid validity + 45 days** from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

No interest will be payable by the Purchaser on the EMD / Bid Guarantee.

The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

Refund of EMD:

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

EMD / Bid guarantee of the successful bidder will be converted as part of security deposits and the balance amount of security deposits should be met by the bidder as per the contract / agreement conditions.

Integrity Pact:

The bidder has to execute and submit 'Integrity Pact' on plain paper **for all tenders of value Rs.1 Crore and above** as per Annexure-F to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.

Central Vigilance Commission has appointed ----- as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows

Shri Kasividyasagar, IAS (Retd.)
House no. 55,
Dream valley gated community,
Manikonda, Hyderabad – 500089.
Mobile no. +91 9771407778
Email : kasividyasagar@gmail.com

Shri Lt. Gen. Abhay Krishna , (Retd.)
4A-902, Gurjinder Vihar,
AWHO Township, Sector CHI-1
Greater Noida, UP - 201310

Mobile no: +91 9871234353
Email: abhayabk@gmail.com

Technical Bid details/documents, Commercial Bid details/documents should not be given in the Pre-Qualification Bid. If any of the firm has given any Technical Bid details, Commercial Bid details in the Pre-Qualification bid their offer is liable for rejection.

If the bidder has not submitted the valid Pre-Qualification documents or the pre-qualification documents are received after the tender closing date & time, their BID will be rejected.

If the bidder/contractor has not uploaded the document which is specified / sought in the Annexure-A (Technical bid), their offer is liable for rejection.

The price details / commercial bid details should not be given in the Technical bid. If any of the bidder / contractor have given any price / commercial details in the Technical bid, their offer is liable for rejection and will not be considered.

Technical Bid & Commercial Bid submitted through manual mode / e-mail / fax will not be considered and is liable for rejection.

Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.

Evaluation of bids:

Pre-Qualification documents will be opened first on the stipulated due date and time mentioned in the tender.

Technical bid will be opened only if the bidder qualifies in pre-qualification stage. If all the documents are found to be in order as per pre-qualification criteria, technical evaluation stage shall be carried out.

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

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

BEML reserves its right to reject any incomplete bid submitted.

If sister concern exists then only one bidder to participate.

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.

The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.

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.

The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

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.

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.

BEML also 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.

BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.

BEML reserves the rights to:

Accept or reject any or all proposals.

Waive any anomalies in proposals through an addendum.

Modify or cancel the RFx/Tender Enquiry

The Bid invitation / Notice Inviting Tender is not an offer or a contract.

Proposals become BEML's property.

Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.

BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.

BEML Ltd's decision is final for evaluation of the offers.

Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.

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.

The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted to ----- within ----- (time period) if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

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

Validity of the offer: Offer should be valid for 120 days (One hundred and Twenty days) from the date of opening of the bid.

GST registration: Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.

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. The vendor's time and expenses has to be borne by vendor(s).

Public Procurement – Preference to Make in India Policy: The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.**P-45021/2/2017-B-E-II dt 15th June 2017**. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.

ACCEPTANCE OF ORDER: The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from 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. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

PERIOD OF CONTRACT: The period of contract shall be for ----- from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods up to ----- 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. The contractor shall not be entitled to claim any compensation or any damages for such termination.

SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

Successful tenderer shall furnish Security deposit for the fulfillment of the contract within 30 days of release of purchase order and security amount shall be to a value of 10% of Annual contract value. Such Security deposit shall not entail any interest payment on refund.

The contractor shall choose any one of the following three options for payment of security deposit in writing as under:

The contractor shall deposit the difference between Earnest Money and full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favour of BEML Limited. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(OR)

Bank Guarantee from any Commercial Bank equivalent to the amount of Security Deposit valid up to 3months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks)

(OR)

Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.

The above 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 his 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.

No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.

REFUND OF SECURITY DEPOSIT:

On completion of the contract based on the recommendations of the concerned-in-charge, the Security deposit will be released to the Contractor within three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor.

PRICE & INVOICING: The 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. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

Successful tenderer is required to execute an agreement in a stamp paper of worth ----- as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions.

Risk purchase clause: In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.

Purchase Order Cancellation Clause:

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.

If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. 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. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.

For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied. The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.

The defaulting Contractor shall be served with notice of re-purchase.

Risk purchase loss shall be recovered only after the re-purchase contract has been executed.

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, the 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.

WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may 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.

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.

SECRECY:

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.

DRAWINGS AND DOCUMENTS: Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party

NON DISCLOSURE AND INFORMATION OBLIGATIONS: The supplier shall provide Purchaser with all information pertaining to the service rendered 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 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.

TAX CONDITIONS:

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 the services / NRC that will be carried out by the supplier.

All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.

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 labourers 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.

The 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.

APPROPRIATION: 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.

The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The 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.

FALL CLAUSE: The 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. 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.

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.

ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING: The supplier is not permitted to sub-contract the service 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.

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 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.

INTELLECTUAL PROPERTY RIGHTS; LICENSES: If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract 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 service rendered 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.

BRIBES AND GIFTS: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier,

may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on 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.

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

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

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

FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

Section V: Special Conditions of Contract (SCC)

Sl no	Topic	To be Read as
1	Bid validity	120 days
2	EMD	EMD not required, however bidders to submit the Bid Security.
3	Performance Bank Guarantee	Bidder on whom contract will be awarded need to provide PBG amounting to 10% of contract value through NeSL Portal.
4	Liquidated Damages	Total contract duration will be 90 BEML working days and the firm's personnel should be available for 78 days, in case of absence/ leave of the deputed personnel's due to emergency or sick. The service provider to ensure each personnel to complete 78 Man days within 90 working days, beyond which LD will be levied 0.5% of the contract value per week to Maximum of 10% of Contract value till completion of 78 Man days by all their personnel's.
5	Applicability of TDS under Income tax Act 1961	<p>a. Tax deduction at source will be applicable on the supplies made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from Invoices at the time of accounting of Invoice (or) at the time of Payment, whichever is earlier as per Income tax act 1961.</p> <p>b. Tax deduction at source will applicable on the supplies made by foreign vendors against service purchase orders at the rate as applicable and will be deducted from the Invoice at the time of accounting of Invoice (or) at the time of payment, whichever is earlier as per Income Tax Act, 1961 or as per law of land as well as double taxation avoidance agreement (DTAA) between the countries.</p>
	Selection of personnel deputed to BEML	Before the commencement of contract, BEML will select the personnel's to be deputed, only after the assessment of their skills and capabilities.

Section VI: Schedule of Requirements , price details

Form of BOQ/ Contract	Lumpsum price to be quoted in e- portal					
Contract period	Till completion of all Deliverables brought out in PTS					
SL no	Description of Services	SAC Code	Quantity Unit	GST %	Minimum Local Content %	Lumpsum price Inclusive of taxes To be entered only in e portal.
1	CAD Insourcing Services	To be indicated	1 activity	To be indicated	To be indicated	Lumpsum Price exclusive of taxes to be entered in SRM Portal only

SAC no : To be indicated by the bidder _____

GST % : To be indicated by the bidder.

Delivery schedule for supply of Goods / Services _____

For completion of complete deliverables as per PTS _____
Bid Break up to be upload in GeM Financial bid as attachment.

Section VII : Procurement Technical Specification (PTS)

Refer separate attachment in the e – portal.

Section VIII: Qualification Criteria

SL no	Qualification criteria
1	Bidders should meet the Eligibility criteria as per Form 1, 2, & 3
2	Bidders should meet all the Criteria brought out in the Procurement Technical Specification
3	Bidders should submit all the relevant Forms indicated in the Tender Information system clause 2.3 point 10

Form 1 : Bid Form

To be submitted as part of Technical bid, along with supporting documents, if any)
(Strike out alternative phrases not relevant to you)

Bidder Name :**Bidder reference no****date**

Tender no

Sir / Madam

Having examined the above mentioned Tender Document, we the undersigned , hereby submit / upload our Techno-commercial for the performance of the services and incidental Goods / works in conformity with the said Tender Documents.

(Please tick the appropriate boxes or strike out sentences / phrases not applicable to you)

1. Our Credentials:

a) We are submitting this bid –

- ☐ on our behalf, and there are no agents / dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in form 2 (Bidder Information)
- or
- ☐ as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 8a (Declaration by Agents/ Associates of Foreign Principals/ OEMs)

b) We..... hereby certify that " We/ " our Principals/ OEM M/ s..... are proven, established, and reputed services Providers having experience, past performance, personnel, Machinery and Financial capabilities with offices at which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

2. Our Eligibility and Qualification to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document.

3. Our Bid to deliver services :

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document.

'4. Prices

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

1. based on terms of delivery and delivery schedule confirmed by us;
2. and Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein,
3. and based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive,
4. and have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
5. have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6. Bid Securing Declaration

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security): 'Documents Relating to bid security.

7. Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto 120 days ,as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8. Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9. A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

10 Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11 . Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding. Rights of the Procuring Entity to Reject bid(s): We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

12. Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document

.....
(Duly authorized to sign bid for and on behalf of.
Signature with date and seal or digitally signed)

Form 2. Bidder Information**(To be submitted as part of Technical bid) (Along with supporting documents, if any)**

Bidder's Name _____

Bidder's Reference No. _____ Date.....

Tender Document No. Tender No./

; Tender Title:

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Bidder/ Contractor particulars:

- a. Name of the Company:.....
- b. Corporate Identity No. (CIN):
- c. Registration, if any, with The Procuring Entity:
- d. GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- e. Place of Registration/ Principal place of business/ manufacture
- f. Complete Postal Address:
- g. Pin code/ ZIP code:
- h. Telephone nos. (with country/ area codes):
- i. Mobile Nos.: (with country/ area codes):
- j. Contact persons/ Designation:
- k. Email IDs:

Submit documents to demonstrate eligibility as per NIT-Clause and ITB-clause– A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2. Taxation Registrations:

- a. PAN number:
- b. Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c. GSTIN number: in Contractor and Service sites states.
- d. Registered/ Certified offices from where the services would be supported and place of service site for the GST purpose:
- e. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
 - ☐ We Solemnly declare that our GST rating on the GST Portal / Govt. official website is not negative / Blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3 Trade Registration and Licenses

We have the following registrations / licences required for the performance of this Service (tick as applicable) Authenticated copies of these are enclosed herewith.

1. EPF
2. ESI
3. Labour Licence

4. Authorization of Person(s) signing the bid on behalf of the Bidder

- a. Full Name: _____
- b. Designation: _____
- c. Signing as:
 - ☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
 - ☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
 - ☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4. Bidder's Authorized Representative Information

- a. Name:
- b. Address:
- c. Telephone/ Mobile numbers:
- d. Email Address:

.....
(Duly authorized to sign bid for and on behalf of.
Signature with date and seal or digitally signed)

Form 3 : Eligibility Declarations

(To be submitted as part of Technical bid) (Along with supporting documents, if any)

Tender Document No. Tend No./

; Tender Title:

Bidder's Name _____

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.***Eligibility Declarations***(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we are comply with all the stipulation of NIT-clause and ITB clause and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. Legal Entity of Bidder: _____
2. Bidder / Agent Status _____
3. We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/ subcontractors for any part of the contract):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from
 - iii. participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
4. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

 - ☐ *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
 - ☐ *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*
5. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

 - a. We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
 - b. We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
 - c. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6. Start-up Status

we confirm that we "are/" are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.

(b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Services , or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

8. Self-Declaration by Indian Agents/ Associates of Foreign Principals

- a. Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- b. Agency Agreement shall be submitted with Form 8a. It shall cover
 - i. the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
 - ii. any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- c. Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 8a annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- d. The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 8a
- e. Confirmation is given in Form 8a annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Duly authorized to sign bid for and on behalf of.
Signature with date and seal or digitally signed)

Form 4 – Compliance to Procurement Technical Specification.

(To be submitted as part of Technical bid)

Bidder's Name _____

[Address and Contact Details] _____

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Note to Bidders: Fill up this Form regarding Compliance to the PTS in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in the PTS in this regard.

Sl. No	Ref of PTS		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Duly authorized to sign bid for and on behalf of.
Signature with date and seal or digitally signed)

Form 5: Compliance to Terms and Conditions (GCC and SCC)

(To be submitted as part of Technical bid)

Bidder's Name _____

[Address and Contact Details] _____

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Duly authorized to sign bid for and on behalf of.
Signature with date and seal or digitally signed)

Form 6 : Documents Relating To Bid Security

Note: Submit as Form 6 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

Tender Document No. Tend No./

Tender Title:

Sir/ Madam

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we: withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

(a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

(a) of cancellation of the entire tender process or rejection of all bids or

(b) of the name of the successful bidder or

2) forty-five days after the expiration of bid validity any extension to it.

.....
(Duly authorized to sign bid for and on behalf of.

Signature with date and seal or digitally signed

Form 7 – Integrity Pact

(To be executed on plain paper and applicable for all tenders of value _ Rs. 1 Crore and above)

INTEGRITY PACT Between

BEML Limited (BEML) hereinafter referred to as “The Principal” And hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure to IP**
- e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

(1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.
The fees / expenses on dispute resolution shall be equally shared by both the parties.
- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Annexure to IP**Applicable Agents / Suppliers to Sign, Seal & Upload / Submit)****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature

(For & On behalf of Bidder/Contractor)

Form 08 : Confidentiality Agreement

This Confidentiality Agreement is made and entered into between M/s BEML Limited. (Hereinafter referred to as BEML), a Govt. of India Undertaking under Ministry of Defence, having its Registered office at BEML Soudha, No 23/1, 4th Main, Sampangirama Nagar, Bangalore – 560027 and M/s _____ (hereinafter referred as Bidder) having its Registered Office at _____. M/s BEML has been felt to revitalize the business relationship for mutual advantage.

1. It is mutually, therefore, agreed that the following shall form part of the terms and conditions for continued business:
 - a. The bidder shall not divulge to anyone else except under the Authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with development activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc released.
 - b. The supplier shall not supply the components / spares exclusively manufactured for BEML with the technical data / specification / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
 - c. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the vendor shall pay without actual proof of damages, a liquidated amount of Rs 1 Crore (Rupees One Crore only).
 - d. Arbitration: In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connections with this contract (expect as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a sole to be appointed by BEML with the consent of the contractor / vendor supplier and the arbitration proceeding of a Arbitration and Conciliation Act 1996. The courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Contract.
2. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach.
3. The signatories declare that they have the sanction and power to execute and deliver this binding agreement.

In Witness Whereof , the parties hereto have set their respective hands to this confidentiality agreement on _____ written in the presence of .

For BEML LTD

For Bidder

Witness :

1.

1.

2.

2.

Form 09: Checklist for Bidders

Bidder's Name _____

Bidder's Reference No. _____ Date.....

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial bid)	
2	Form 2: Bidder Information along with Power of attorney and Registration Certificates etc.	
3	Form 3 Eligibility Declarations, along with supporting Documents	
4	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
5	Self-attested copy of MSME registration	
6	Self-attested copy of Start-up registration/ status	
7	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
8	Form 4 : Compliance to procurement technical specification And attachment for required documents	
9	Form 5: Compliance to GCC and SCC	
10	Form 6: Documents relating to Bid Security This Checklist	
11	Form 7: Integrity Pact (If applicable)	
12	Form 8 – Confidentiality Agreement	
13	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

.....
 (Duly authorized to sign bid for and on behalf of.
 Signature with date and seal or digitally signed)

Format For Performance Cum Warranty Bank Guarantee(PWBG)

Bank Guarantee No.....
 Dated
 Amount
 Valid up to
 Claim up to
 The Chief General Manager (FPIIC)
 M/s. BEML Limited,
 Bangalore -

This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "Buyer") of the other part.

Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Seller) (Hereinafter called "Seller").

AND WHEREAS the Seller to supply goods as per the Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee to the Buyer a Performance cum Warranty Security for a total amount of..... (Amount in figures and words). Which is 5% of Total Contract Price (Including taxes and duties) for Performance and Warranty sequence, to secure its obligation towards Performance – cum – Warranty to the BUYERS.

We , the _____ Bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, In the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or would be caused or suffered by the BUYER by reason of breach / failure to perform by the said SELLER of any of the terms and conditions in the contract related to Performance and Warranty clauses , we will pay you , on demand and without demur , all and any sum up to { 5% of Total Contract Price (including taxes and duties)}

_____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alternations in the obligations of the SELLER or by any forbearance whether as to payment , time performance or otherwise.

We further agree that any such demand made by the BUYER on the Bank shall be conclusive , binding , absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or rise between you and the SELLER or any other person.

In no case shall the amount of this guarantee be increased.

This performance -Cum-Warranty shall remain valid for a period until three months beyond the warranty period as specified in the contract i.e up to _____

Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs _____ { 5% of Total Contract Price (including taxes and duties)} for breach / failure to perform by the SELLER of any of the terms and conditions of the contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawings not exceeding 5% of the Total Contract Price (including taxes and duties) (_____ only)(mentioned BG amount)

This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

Notwithstanding anything contained herein above:

Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only (in word).

This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the contract i.e. up to _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place:

Signed and delivered by _____ (name of the bank)

Through its authorized signatory
 (Signature with Seal)