

BEML LIMITED

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

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

Phone: 080-22963 179 mail: david.gangte@bemlltd.in

Ref: 6300040018

11.10.2025

TENDER DOCUMENT

Supply, Installation and Commissioning of

- 1) High-Performance Application Server - 1 No**
- 2) Back-up Server - 1 No**
- 3) VMS Management Server - 1 No**
- 4) VMS Storage— 1 No**

Tender Closing Date & Time is 21.10.2025 @ 1200 Hrs

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

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Phone: 080-22963 179/ mail: david.gangte@bemlltd.in

1. INTRODUCTION

BEML Limited, a leading multi-technology and multi-location, 'Miniratna- Category -1 company under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and Defence Truck & Equipment.

2. SCOPE OF WORK

Firm to **Supply, Installation and Commissioning of the below servers for Hybrid QA4.0 Application at BEML Corporate Office:**

Sl. No.	Item Description	QTY
1	High Performance Application Server	1 No
2	Back-up Server	1 No
3	VMS Management Server	1 No
4	VMS Storage	1 No

Technical Specifications:

2.1 High Performance Application Server Specification:

S. No.	Parameters	Specifications
1	Processor Family	Intel Xeon Gold processor 2.9 GHz or better
2	Make	HP/Dell only
3	Number of processors	2
4	Processor cores	Minimum of 16 cores
5	Form Factor	1U, 19" Rack mountable with sliding rails
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.
7	Memory (RAM)	128 GB DDR4, or better
8	Maximum Memory	Scalable upto 256 GB
9	Internal Storage	Minimum 4 TB SAS HDD usable space after RAID 5
10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video
13	Server Management	Support for remote management
14	OS to be supplied	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes), 3 years Preloaded
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP- KVM switch or KVM console, User Manuals & Maintenance manuals
16	Warranty	3/3/3 years

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2.2 Back-Up Server Specification:

S. No.	Parameters	Specifications
1	Processor Family	Intel Xeon Gold processor 2.9 GHz or better
2	Make	HP/Dell only
3	Number of processors	2
4	Processor cores	Minimum of 16 cores
5	Form Factor	1U, 19" Rack mountable with sliding rails
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.
7	Memory (RAM)	128 GB DDR4, or better
8	Maximum Memory	Scalable upto 256 GB
9	Internal Storage	Minimum 4 TB SAS HDD usable space after RAID 5
10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video
13	Server Management	Support for remote management
14	OS to be supplied	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes), 3 years Preloaded
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP- KVM switch or KVM console, User Manuals & Maintenance manuals
16	Warranty	3/3/3 years

2.3 VMS Server Specification:

S. No.	Parameters	Specifications
1	Make	HP/Dell only
2	Processor Family	Intel Xeon Silver processor 2.1 GHz or better
3	Number of processors	1
4	Processor cores	Minimum of 16 cores
5	Form Factor	1U, 19" Rack mountable with sliding rails
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.
7	Memory (RAM)	64 GB DDR4, or better
8	Maximum Memory	Scalable upto 256 GB
9	Internal Storage	Minimum 4 TB SAS HDD
10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video
13	Server Management	Support for remote management
14	OS to be supplied	Windows Server 2022 Std or latest
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP-KVM switch or KVM console, User Manuals & Maintenance manuals
16	Warranty	3/3/3 Years

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2.4 VMS Storage Specification:

S. No.	Parameters	Specifications
1	Make	HP/Dell only
2	Form Factor	Rack
3	Size (RU)	2 (max)
4	Type of Hard Disk Drive	SATA/NL SAS
5	SAS drive Speed (Hot plug or better) (RPM)	10K for SATA or better/ 7.2K for NL SAS or better
6	Total Storage Capacity (Usable)	40 TB or more
7	RAID Controller Cache (GB)	2
8	RAID Level	5/6
9	Certifications, Compliance support by Windows, Red Hat	Yes
10	Network Card Supported	1G,10G
11	No of Network Ports	2x1G, 2x10G
12	Networking dual LAN (10/ 100/ 1000) network card	Yes
13	Redundant Power Supply	Yes
14	Redundant Fan	Yes
15	Warranty	3/3/3 Years

Above quantities may increase or decrease at the time of PO finalization.

3. TENDER DETAILS:

Item Description	EMD Amount (Rs)	Tender	Date & Time
Supply, Installation and Commissioning of the servers & storage for Hybrid QA4.0 Application	Rs. 1.27 Lakhs	Last date for submission of	21/10/2025 at 12:00 Hrs
		Date of closing of pre-qualification bid	21/10/2025 at 11:00 Hrs
		Date of opening of pre-qualification bid	21/10/2025 at 11:10 Hrs
		Date of opening of technical bid	21/10/2025 at 12:30 Hrs
		Date of opening of commercial bid	Date of opening the commercial bids will be intimated to only the technically qualified Tenderers/ bidders.

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Note: To participate in this e- tender you should have Valid Class 3 Organization digital signature with Signing and Encryption.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269.

4. PROCEDURE FOR SUBMISSION OF BIDS

This Tender consists of three parts:

4.1 Part A - Pre-Qualification Bid i.e. Submission of EMD (Through Manual mode)

4.2 Part B – Submission of Technical Bid (Through SRM Portal)

4.3 Part C – Submission of Commercial Bid (Through SRM Portal)

4.1. PART A – PRE-QUALIFICATION BID i.e. Submission of EMD in sealed cover through manual mode is mandatory.

A. EARNEST MONEY DEPOSIT (EMD):

As a part of Pre-Qualification process, bidder needs to furnish the following by post / courier or by hand before closing date and time of the tender:

I. The EMD amount of Rs. 1.27 lakhs, can be submitted in either way as detailed below:

i. Online Payment of EMD amount:

- a) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- b) Read the terms & conditions, tick the acceptance box and click on Proceed.
- c) In 'Select State' dropdown, select All India and click on the Go button.
- d) In 'Select Payment Category', select EMD/ Tender Fee.
- e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.

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- f) If online payment is made copy of the transaction copy to be submitted in pre-qualification bid or else DD / Banker's cheque OR BG to be submitted in pre-qualification bid.

ii. Payment of EMD amount through DD / Banker's Cheque:

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

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

II. EMD Exemption:

In case of exemption of EMD, supporting documents like MSE certificate / NIC / DIC / SSI certificates to be submitted in pre-qualification bid.

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Under MSE category, only Micro and Small manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Medium Enterprises are not exempted from EMD submission.

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III. General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than amount will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) No responsibility will be taken for postal or non-delivery/non-receipt of **Pre-Qualification Bid**.
- i) The EMD may be accepted in the form of online, Account Payee Demand Draft, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized/ Scheduled / Commercial Banks.
- j) EMD is exempted only for Micro & Small Enterprises.

IV. Forfeiture of Earnest Money Deposit (EMD):

- a) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- b) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

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

B. SUBMISSION OF PRE-QUALIFICATION BID:

EMD to be submitted as "PRE-QUALIFICATION BID" on or before closing date and time of the tender to the following address:

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**General Manager
Corporate Materials,
BEML LTD, BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
Karnataka.**

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The above said original Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee / Online Payment Receipt shall be submitted in **Sealed envelope through courier / post / hand duly superscribing as "PRE-QUALIFICATION BID – Bid No 6300040018 dated 11/10/2025 Closing date 21/10/2025 Time 12:00 Hrs"** written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope. **The Bidders who have not submitted Pre-Qualification Bid through manual mode will be rejected straightaway.** Also bid submitted with EMD in the form other than Demand Draft / Banker's Cheques will be rejected straightaway.

4.2 PART B – Submission of Technical Bid (Through SRM):

Bidder will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

SI No	Criteria Details	Documents required to be upload in SRM
1	Firm should submit Purchase order of supply of similar quoted models of all servers & storage (as per Scope) during last 3 years ending last day of previous month	Documentary proof i.e. Purchase order / Work order shall be uploaded.
2	Vendors, who quote on behalf of OEMs, should enclose valid authorization letter	Authorization letter to be uploaded.
3	OEM Should be ISO 14001 Certified	Related document to be submitted
4	Bidder confirmation to carry out the work as per scope of work	Confirmation document as per Annexure – B to be uploaded

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5	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per Annexure – C to be uploaded
6	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the bid closing date.	Undertaking document as per Annexure – D
7	Bidder should upload the filled & signed, sealed compliance report	Compliance Report as per Annexure – E
8	Brief Details about the Firm	Please upload filled-in format as per Annexure - F
9	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2022-23, 2023-24 & 2024-25) should be minimum Rs. 19 Lakhs	Udyog Aadhar document to be uploaded in case of MSE vendors 2022-23 Rs. 2023-24 Rs. 2024-25 Rs. OR Copies of audited financial statement / balance sheet (indicating turnover) for last three years. shall be uploaded.
10	Special Conditions arising out of implementation of GST Tax Indemnity clause	Annexure – G to be signed and uploaded
11	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number GST Registration details/ Certificate
12	OEM and Bidder Land Border Clause. OEM Country of Origin China not Acceptable.	Bidder shall submit both <u>OEM & Bidder's Signed Copy of Annexure – H</u> on their Letterhead
13	Bid Security declaration	Undertaking as per Annexure – I to be uploaded
14	Make In India Certification on <u>OEM Letter head</u>	To be signed and uploaded

Note:

- (1) Please upload all the technical bid documents in SRM portal and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
- (2) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (3) BEML reserves the right to seek clarifications/obtain missing documents from

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the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.

- (4) Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document as Pre-qualification bid. If bidder has not submitted any of these (EMD/EMD exemption certificate/document) as Pre-qualification bid, their technical bid will not be considered for further evaluation.
- (5) Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.
- (6) Corrigendum regarding the tender if any, will be published in SRM portal, BEML Website only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- (7) The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

4.3 PART C – Submission of Commercial Bid (Through SRM):

Bidder has to quote basic price & GST under “Price Conditions” tab in the SRM Portal. Applicable GST details or any other commercial details may be entered under bidder’s remarks.

Sl. No.	Item Description	QTY	Price in Rs
1	High Performance Application Server	1 No	To be quoted in SRM
2	Back-up Server	1 No	
3	VMS Management Server	1 No	
4	VMS Storage	1 No	

L1 will be arrived on sum of all the above line items.

Price bid of only technically accepted / qualified offers will be opened subsequently.

Kindly Note:

- a. If taxes are not mentioned separately in the item data/bidders’ remarks, it will be considered as the price quoted is inclusive of GST.
- b. If validity of the offer is not mentioned in the bidder’s remarks, it will be considered as per terms and conditions of the tender enquiry.
- c. If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

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5. QUERY:

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of Office of DTO on or before bid closing date.

Contact Name & Address: The following officer can be contacted for any clarifications and / or bid submission:

Office of DTO

BEML Limited, BEML

Soudha, 23/1, 4th Main, SR

Nagar,

Bengaluru – 560027, Phone: 080-22963141

E-mail id: sunnew@bemlltd.in , copy to david.gangte@bemlltd.in & anithak@bemlltd.in

6. REVERSE AUCTION:

Reverse Auction would be conducted for the technically qualified firms (2 or more firms). Reverse Auction procedure is as mentioned below:

- a. If reverse auction is conducted, then the start bid price in reverse auction by any vendor shall be lesser than or equal to the quote by that vendor in their commercial bid.
- b. On completion of reverse auction, the commercial bids of technically acceptable vendors would be opened to verify the start bid price in reverse auction by any vendor is equal or less than the commercial bid by that vendor.
- c. In case it is noticed that the start bid price by any vendor is more than the commercial bid, then the vendor will not be considered for further commercial evaluation.
- d. In case the technically accepted vendor is not participating in reverse auction, then the commercial bid of the firm would not be opened.

7. OTHER TERMS & CONDITIONS OF TENDER:

- a. **Delivery Schedule:** 03-04 weeks after receipt of Purchase Order.
 - b. **Warranty:** Support period of 36 months with free upgrades.
 - c. **Payment terms:** 100% payment on 45th day for MSEs and for others on 60th day from date of Supply of Licenses duly certified by DT Department.
However, if the Bidders not agreeing with BEML standard Payment terms, then their quotations will be suitably loaded with applicable cash credit interest while evaluating the bids.
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d. Performance Bank Guarantee:

Within 30 days of receipt of the Purchase order from BEML Limited, the successful bidder shall furnish a Security in the form of ePerformance Bank Guarantee issued by any Scheduled Commercial Bank authorized by RBI for an amount of 5% of the Contract value (without taxes).

The Performance Bank Guarantee should be valid for a period of 42 months from the date of issue of purchase order. Bank Guarantee to be submitted only through online NeSL platform mandatorily.

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

f. Liquidated Damages (LD): If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 10% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.

g. BEML Ltd need not necessarily accept the lowest offer.

h. Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.

i. Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en- cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

j. Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD.

k. Security: The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML

l. Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

m. Incomplete offers are liable for rejection.

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- n. Offers not confirming to the above terms are liable to be ignored.
- o. There can be only 1 set of bids from each Bidder.
- p. BEML reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be liable to be rejected and no correspondence on the same shall be entertained.
- q. The bidder shall provide all other services not explicitly mentioned herein, but are required by the bidder to full-fill the intended specifications, to make the system operational and to meet the functionality mentioned in the bid.

8. GENERAL TERMS & CONDITIONS:

8.1. ARBITRATION:

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

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

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8.2. FORCE MAJEURE CLAUSE:

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

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

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

8.3. APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

8.4. INTELLECTUAL PROPERTY RIGHTS LICENSES:

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

"The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act,

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Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

8.5. BRIBES AND GIFTS: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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

8.7. DRAWINGS AND DOCUMENTS:

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

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

8.8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

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

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process/assignment shall be treated as confidential.

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

8.10. PROGRESS REPORT:

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

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

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

8.13. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

8.14. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

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

Commitment by the Contractor: The Contractor (s) commit (s) to take all measures

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

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

8.15. APPLICABILITY OF TDS UNDER INCOME TAX ACT 1961:

- i. 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 the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961.
- ii. Tax deduction at source will be 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 countries.

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Annexure - A

BID GUARANTEE FORMAT

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R.
Nagar Bangalore - 560027

Dear Sirs,

.....
.....
In accordance with your 'Tender Enquiry' under your Tender No:
.....date-----

M/s..... herein
after called the Bidder, with the following Directors on their Board of Directors / partners of
the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender

.....
.....
.....
As an irrevocable Bank Guarantee against Bid Guarantee amount of
Rs.....(In words and figures) valid for

.....
days from..... is required to be submitted by the Bidder
as a condition for participation in the said bid, which amount is liable to be forfeited by the
BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer
by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter
of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure
to furnish the valid contract performance guarantee by the bidder within one month from
the receipt of the Purchase Order and (4) on the happening of any contingencies
mentioned in the bid documents.

We, theBank at.....

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having our Head office at.....(Local

address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of

Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)
WITNESS

(Signature)_____
Name in (Block letters)

Designation
(Staff No.)
(Bank's common
Seal) Official address

Attorney as per power of Attorney No

Date:

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Annexure - B

Ref:- Bid Number: _____ Dated: _____

Confirmation on Scope of Work

To:

General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Phone: 080-22963 179/ mail: david.gangte@bemlltd.in

Annexure - C

Ref:- Bid Number: _____ Dated: _____

Undertaking

To:

General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the tender document for **Supply and installation of Servers along with Storage**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

We, also hereby confirm that our team members do not connect or make any attempt to connect BEML's intranet to any external network.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - D

Ref:- Bid Number: _____ Dated: _____

Undertaking

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – E

Ref:- Bid Number: _____ Dated: _____

COMPLIANCE REPORT

1. High Performance Application Server Specification:

S. No.	Parameters	Specifications	Complied (Yes / No)
1	Processor Family	Intel Xeon Gold processor 2.9 GHz or better	
2	Make & Model	Specify Make (HP / Dell) & Model	
3	Number of processors	2	
4	Processor cores	Minimum of 16 cores	
5	Form Factor	1U, 19" Rack mountable with sliding rails	
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.	
7	Memory (RAM)	128 GB DDR4, or better	
8	Maximum Memory	Scalable upto 256 GB	
9	Internal Storage	Minimum 4 TB SAS HDD usable space after RAID 5	
10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G	
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers	
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video	
13	Server Management	Support for remote management	
14	OS to be supplied	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes), 3 years Preloaded	
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP- KVM switch or KVM console, User Manuals & Maintenance manuals	
16	Warranty	3/3/3 years	

2. Back-Up Server Specification:

S. No.	Parameters	Specifications	Complied (Yes / No)
1	Processor Family	Intel Xeon Gold processor 2.9 GHz or better	
2	Make & Model	Specify Make (HP / Dell) & Model	
3	Number of processors	2	
4	Processor cores	Minimum of 16 cores	
5	Form Factor	1U, 19" Rack mountable with sliding rails	
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.	
7	Memory (RAM)	128 GB DDR4, or better	
8	Maximum Memory	Scalable upto 256 GB	
9	Internal Storage	Minimum 4 TB SAS HDD usable space after RAID 5	

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10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G	
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers	
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video	
13	Server Management	Support for remote management	
14	OS to be supplied	Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes), 3 years Preloaded	
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP- KVM switch or KVM console, User Manuals & Maintenance manuals	
16	Warranty	3/3/3 years	

3. VMS Server Specification:

S. No.	Parameters	Specifications	Complied (Yes / No)
1	Make & Model	Specify Make (HP / Dell) & Model	
2	Processor Family	Intel Xeon Silver processor 2.1 GHz or better	
3	Number of processors	1	
4	Processor cores	Minimum of 16 cores	
5	Form Factor	1U, 19" Rack mountable with sliding rails	
6	Power Supply	2 no's redundant 230 V, 50 Hz Efficient AC Supply, Surge protected.	
7	Memory (RAM)	64 GB DDR4, or better	
8	Maximum Memory	Scalable upto 256 GB	
9	Internal Storage	Minimum 4 TB SAS HDD	
10	NW Controllers /LAN	2 ports for 1GbE and 2 ports of 10 G	
11	SFP Modules	2 No's of 1000 Base-T Cu SFP transceivers	
12	Minimum Interfaces	2 USB 3.0, 1 serial, 1 video	
13	Server Management	Support for remote management	
14	OS to be supplied	Windows Server 2022 Std or latest	
15	Accessories	2 Nos. of Ethernet cable (2 mtrs), Requisite Power cords, Rack mount kit, accessories to connect to IP-KVM switch or KVM console, User Manuals & Maintenance manuals	
16	Warranty	3/3/3 Years	

4. VMS Storage Specification:

S. No.	Parameters	Specifications	Complied (Yes / No)
1	Make & Model	Specify Make (HP / Dell) & Model	
2	Form Factor	Rack	
3	Size (RU)	2 (max)	
4	Type of Hard Disk Drive	SATA/NL SAS	
5	SAS drive Speed (Hot plug or better) (RPM)	10K for SATA or better/ 7.2K for NL SAS or better	

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6	Total Storage Capacity (Usable)	40 TB or more	
7	RAID Controller Cache (GB)	2	
8	RAID Level	5/6	
9	Certifications, Compliance support by Windows, Red Hat	Yes	
10	Network Card Supported	1G,10G	
11	No of Network Ports	2x1G, 2x10G	
12	Networking dual LAN (10/ 100/ 1000) network card	Yes	
13	Redundant Power Supply	Yes	
14	Redundant Fan	Yes	
15	Warranty	3/3/3 Years	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - F

Ref:- Bid Number: _____ Dated: _____

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID	
2	Company's profile, detail of business, incorporation / GST registration details etc.	
3	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers: - IFSC Code: Banker's Name: - Address: - Contact Number: -

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – G

Ref:- Bid Number: _____ Dated: _____

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

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

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before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure-H

Ref:- Bid Number: _____ Dated: _____

Compliance Certificate

Bidders having beneficial ownership in countries which share land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', consultant 'or service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such 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. An 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 or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) , who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest "means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company
 - b. "Control " shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement s or voting agreements;
 2. In 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 person, has

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ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. 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;
4. 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.
5. 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 an any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non consultancy services) or works (including turn key projects)

I / We M/s(Name of the bidder) are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.

Or

I / We M/s(Name of the bidder) are from a country which shares land border with India and as per the above terms and conditions ,we are registered with Competent authority with Registration noare eligible to participate in this tender.

[Format for seeking registration for bidders having beneficial ownership in countries which share land border with India and further details refer Notification no P-

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45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020 Department of promotion
of industry and internal trade , Ministry of Commerce and Industry , Govt. of India .]

(Signature of authorized signatory of the tenderer)

Name:

Designation:

Place

Seal :

Date:

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Annexure-I

Ref:- Bid Number: _____ Dated: _____

Bid Security Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, M/s _____ {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI)/ PO/Contract , then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of M/s BEML Limited and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____