



Bid invitation

Information

Description:Independent Assurance Provider BRSR

Bid invitation number:6300040439

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Bid invitation rules

Bid invitation currency: INR

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Attachments:

BRSR

Digital Signature

Bid invitation details

Item	Product	Description	Vendor product number	Delivery date/ performance period	Quantity
1	Price Condition	Independent Assurance Provider BRSR		00:00:00	1 AU
	Basic Price		INR	_____	
	CGST - Central GST		%	_____	
	IGST -Integrated GST		%	_____	
	SGST - State GST		%	_____	

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA, 23/1, 4th Main, S.R. Nagar, Bangalore - 560027
Phone : 080 22963179

NOTICE INVITING TENDER

Open tender for Hiring of Independent Assurance Provider Agency for assurance of BEML Business Responsibility and Sustainability Report (BRSR) - Core Indicators for FY 2025-26

Bid closing date as per SRM

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

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1. Introduction

1.1 General Information

BEML LTD, incorporated in 1964, is a Mini-Ratna (Category-I) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products of core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace.

2. Scope of Work

SEBI vide its circular dated July 12, 2023 mandated top 500 listed entities as per market capitalization to submit Independent Assurance Report of Business Responsibility and Sustainability Report (BRSR) - Core for FY 2025-26. This report will form a part of Annual Report of the Company. (SEBI circular in Annexure)

In this regard, BEML require to hire Independent Assurance Provider Agency for assurance of BEML Business Responsibility and Sustainability Report (BRSR) - Core Indicators for FY 2025-26.

Objective: To verify the data and information and to issue Reasonable Assurance Statement of Business Responsibility & Sustainability Report (BRSR) for BEML for the FY 2025-26.

Period of Appointment: Providing reasonable assurance for BRSR Core Parameters for FY 2025-26.

Scope of Work:

1. Evaluation of BRSR Core indicators data presented in the report through review of documentary evidence. This will include a detailed review of the BRSR Core data against the documentary evidence and identifying discrepancies, if any, between information reported and relevant sources of data/information. The review will also include checking the accuracy of information, assumptions, and data, in conformance with the requirements of the selected Assurance Standard as per SEBI Guidelines.
2. Conducting interviews (online/offline) with relevant personnel of BEML to understand the systems and processes.
3. Review of data reported in the entire BRSR in adherence to SEBI Guidelines and identifying discrepancies, if any, and suggesting the changes.
4. Conducting site visits to review the efficacy of data collection and reporting systems/processes and to check its adherence to the Assurance Standard.
5. Submission of indicator wise gap analysis report of the BRSR Reporting (as per SEBI Guidelines) for Core Parameters, indicating the scope of improvements in the BRSR being considered and feedback with an aim to better the quality of future reporting

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and providing handholding assistance wherever it may be required. This has to be submitted separately, in order to improve the quality of future BRSR reporting of core indicators.

6. Submission of Reasonable Assurance for BRSR Core Parameters as per SEBI Guidelines.

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.

3. Bid Submission Process

This Tender consisting of two parts:

3.1 Part A - Submission of Technical Bid (Through SRM Portal)

3.2 Part B - Submission of Commercial Bid (Through SRM Portal)

3.1 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.

Sl No	Eligibility Criteria Details	Documents required to be uploaded SRM
1	<p>The bidder should submit a self-declaration that</p> <p>(i) he/she has the requisite qualification for undertaking of the assurance.</p> <p>(ii) Experience</p>	<p>Self-declaration as below to be provided.</p> <p>(I)“There is no conflict of interest in taking-up this assignment of BEML as per the SEBI Guidelines” and the bidder or any of its associates do not sell its products or provide any non-audit / non-assurance related service including consulting services, to BEML”.</p> <p>(II) Experience - Offer letter/Experience</p>

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		letter/Self certified copies of past experiences of the BRSR core Assurance as per SEBI Guidelines to be uploaded.
2	Contact details: - Telephone no. - Mobile no. - Email - ID -	To be provided.
3	Permanent Account Number (PAN): -	Copy of PAN to be uploaded.
4	GST Number: -	Copy of GST Certificate to be uploaded.
5	Details of Bank Account: - Name - Branch - Account No. - IFSC -	Copy of Passbook or Cancelled Cheque to be uploaded.
6	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 - A to be uploaded.

Note:

- (1) Please upload all the technical bid documents in SRM portal.
- (2) Please ensure that no price details are mentioned in the technical bid. Offers with price details in the technical bid will be rejected.
- (3) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (4) BEML reserves the right to seek clarifications/obtain missing documents from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (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 BEML Website / CPP Portal / SRM portal 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.
- (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.

3.2 PART-B: SUBMISSION OF COMMERCIAL BID (THROUGH SRM)

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Item No.	Name of work	Unit	Rate Quoted
i.	Providing reasonable assurance for BRSR Core Parameters for FY 2025-26	1	To be quoted in SRM

- a) Commercial Bid to be submitted through **SRM Portal** only.
- b) Prices are inclusive of all charges. No extra charges will be admitted.
- c) Price bid of only technically accepted / qualified offers will be opened subsequently.

4. Other Terms & Conditions of Tender
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- a. **Delivery:** The Reasonable Assurance statement/report shall be submitted latest by 30.06.2026 or within 30 days from the completion of the BRSR core whichever is earlier.
- b. **Payment terms:** Payment will be made on 60th day from the date of submission of report and duly certified by user department.
- c. **Bid Validity:** The quoted price should be valid for a period of 90 days from the date of opening of tender.
- d. **Digital Signature:**
To participate in this e- tender you should have Valid Class 3 Organization digital signature with Signing and Encryption.

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

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in.
- e. The assurance shall be performed through online/VC meetings to the extent possible. Documents will be made available for Verification through online/VC and at the Head office at BEML Soudha, Bangalore and respective plant offices of BEML.
- f. The Assurance Provider shall make their own travel arrangements, and the related expenses will not be reimbursed by the Company. Accommodation at the Company's Guest House may be arranged during visits to the Plant/Office, subject to availability.
- g. Any activity though not specifically covered in the bidding documents but required for achieving the key deliverables shall be deemed to be included in the Scope of Work.

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- 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.
- 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.

5. General Terms & Conditions
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(i) **ARBITRATION:**

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

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

(ii) **FORCE MAJEURE CLAUSE:**

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

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

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evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

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

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES:**

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation

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to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

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

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

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

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

(x) **PROGRESS REPORT:**

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

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

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

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

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

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

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

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

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

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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.

(xv) **APPLICABILITY OF TDS UNDER INCOME TAX ACT 1961:**

- 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 the invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per income tax Act 1961.
- b. 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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Tender No. xxxxxxxx

Date: xx.xx.xxxx

Annexure - A

Undertaking

To:
The General Manager (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in SRM Portal for **Providing reasonable assurance for BRSR Core Parameters for FY 2025-26.**

We agree to abide by all terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____