## Tender ref : 6300039570 Date : 30.05.2025

## NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

## TOWARDS ENTERING INTO RATE CONTRACT FOR 3 YEARS PERIOD,

## FOR HIRING/ENGAGEMENT OF AGENCY/SERVICE PROVIDER FOR RECRUITMENT SERVICES

**Bid closing date 23.06.2025 14.00 Hrs**

**BEML Limited, Corporate Office,**

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

**SECTION – 1**

# INTRODUCTION AND SCOPE OF WORK

1. BEML Limited, (hereinafter called BEML) a Company incorporated under the Indian Companies Act, 1956, is a Public Sector Undertaking, under the Ministry of Defence, with Miniratna status and having its Registered Office at “BEML SOUDHA” No. 23/1 4th Main, Sampangiram Nagar, Bengaluru – 560 027. BEML is engaged in the business of design, manufacture and supply of equipment and spare parts required for Defence & Aerospace, Mining & Construction, Rail & Metro, Maritime etc.
2. By this notice BEML invites RFP under “Two Bid System” from experienced and reputed Agencies/Firms for Recruitment Services in BEML” as per this Scope of work.
3. This tender is issued towards entering into RATE CONTRACT OF 3 years period, for HIRING/ENGAGEMENT OF AGENCY/SERVICE PROVIDER FOR RECRUITMENT SERVICES
4. **Focus is on on-line Recruitment and test integrity:** BEML has been transitioning to the digital Recruitment system with its impact on Costs, Cycle time and travel. It aims to cut down the Recruitment Operations Costs, cycle time while providing the flexibility & convenience. Necessarily, the on-line system must ensure proper identity of the test takers and real time monitoring and security checks, screen sharing and other facilities. It must prevent and report any kind of proxy or on-line cheating/deviations with the help of smart-software and CCTV surveillance.
5. **Full range of Recruitment activities:** BEML would require its Service provider to have the ability to provide full range of recruitment activities including question paper preparation, assessment, supporting and executing the best method of recruitment process, for a given recruitment drive. The service provider among others must be capable to bring the latest recruitment technology and to complete the whole process in a quickest time and also to ensure flawless execution.
6. The service provider must have the necessary capability & infrastructure to store, to meet on-demand retrieval, report generation facilities to fulfil any Government, Legal, other internal/ external stake-holders’ requirements.
7. Analytics and Reports: The service provider would be required to undertake analytics and reporting activities on need-basis.

With the above context, *inter-alia*, the following activities are envisaged; It may be noted that these are indicative and not exhaustive in nature.

* + 1. IT and communication areas
    2. Preparation of question papers (based on need expressed by BEML Limited) in multiple language (English, Hindi and vernacular languages as may be required)
    3. On-line assessment system (written test), application tracking systems (ATS) with dashboard etc., on-line/ telephonic support system.
    4. Development, calibration, administration of assessment tools. If required, to administer the test on multi language platform.
    5. Logistics / infrastructure arrangements to ensure smooth administration of recruitment cycles and activities at multiple location i.e. simultaneous exams at minimum 15 states across the nation with about 20 test centers for computer based test.
    6. Analytics and report.
  1. **IT AND COMMUNICATION AREAS**
     1. All the Technology used should be of open-sourced and there should not have any license implications to BEML Ltd. The bidding bidder must ensure supply and support of associated hardware requirements, as required during the contract period for execution of the Recruitment activities of BEML. All the claims / complaints relating to the license, IPR etc., with respect to the Technology being used by the Service Provider shall be the obligation of the service provider and the service provider shall indemnify BEML Limited against any and all such claims., losses, expenses etc., incurred by it arising out of such claims/complaints
     2. The bidding bidder is required to communicate to the Candidates and other stake holders at various stages of recruitment activities through Phone Calls, E-mail, SMS, WhatsApp, etc., as per the format and requirements of BEML. Any deficiency of service in that regard shall be considered as breach and legal consequences shall follow on the Service Provider.

**1.9 APPLICATION TRACKING SYSTEMS (ATS) WITH DASHBOARD ETC, ONLINE/ TELEPHONIC SUPPORT SYSTEM:**

* + 1. The Contractor needs to provide ATS on BEML/ bidder server (with full security & Confidentiality measures considering the fact that BEML Limited is a Public Sector Undertaking, under the Ministry of Defence, Government of India, based on recruitment drive for end-to-end BEML requirements with the application fee module, up-loading facility of relevant documents, photographs, etc., with real time necessary monitoring Dashboard.
    2. **Application format** should contain all the fields as mentioned below towards capturing all necessary information of candidates:

1. Name of the candidate: First, Middle & Surname
2. Father’s name: First, Middle & Surname
3. Date of Birth: dd-mm-yyyy format in drop down box form
4. Permanent Address: It should contain 3-4 rows of boxes for typing mailing address. Specify rows for City/ Village, District, State. In addition, compulsory box will be provided for pin code.
5. Correspondence Address: It should contain 3-4 rows of boxes for typing mailing address. Specify rows for City/ Village, District, State. In addition, compulsory box will be provided for pin code.
6. State of domicile – with drop down
7. E-mail address to be provided (Mandatory field).
8. Contact Mobile phones for sending SMSs (Mandatory filed)
9. Additional mobile number
10. Gender – Male/ Female/ Transgender – drop down box.
11. Marital Status: Married/ Unmarried/ Divorced/ Widow/widower
12. Uploading of photograph, signature, degree & mark sheets for Essential Qualification, Desirable Qualification & Other Qualification, caste certificate, ID proof, AADHAR NO. PAN NO, PwBD certificate, ExSM Certificate, Experience certificate. Specialization certificate for Essential qualification, if applicable, Grade to Percentage conversion formula, if applicable.
13. Whether belong to minority community – Yes/no – dropdown. If yes – then choice of communities through drop down box.
14. Ex-Serviceman – drop down yes/no, if yes, no. of yrs. of service will be asked through drop down box. Date of Discharge and last rank at the time of separation.
15. Category: General/SC/ST/OBC (NCL)/EWS
16. Person with benchmark disability: drop down – yes/no, if yes two options with radio button shall be displayed- Person with Benchmark Disability (PwBD) i.e. with 40% or more disability & Person with specified Disability (having less than 40% disability),
17. For persons with degree of disability 40% or above - 05 options will be shown: Type of disability through drop down box & percentage of disability with text box, Difficulty in Writing–yes/no, Scribe Required–yes/no, Compensatory Time required–yes/no
18. For Person with specified Disability (having less than 40% disability)-04 options will be shown: Percentage of disability with text box, Difficulty in Writing–yes/no, Scribe Required–yes/no, Compensatory Time required–yes/no
19. BEML’s standard declarations:
    * + - 1. Were you in Govt. (Civil or Military) Service? if so, furnish details of service:
          2. Are you in receipt of any Pension either Military/Civil? if so, furnish amount of pension received:
          3. State minimum Pay acceptable to you.
          4. If selected, how soon would you be able to join duty?
          5. Are you willing to serve in any part of India?
          6. Have you been candidate for any other post in this Organization?
          7. Have applied for appointment, scholarship elsewhere?
          8. Do you hold any office of profit in business occupation or part-time employment?
          9. Have you been convicted of any criminal offence?

The above fields/ areas mentioned are indicative and may vary at the time of award of Contract.

1. Educational Qualification: For filling details of qualifications, table has to be provided. Three Separate tables shall be provided namely - Essential Qualification (As per Advt.), Desirable Qualification (If any, as per advertisement) and Other Qualification (10th /12th/ others). Each table shall contain Course/ qualification (drop-down in Essential & Desirable Qualification Table and Text Box in other Qualification Table), college/Institute/University, Course Duration (from-to DD/MM/YYYY), Date of passing (DD/MM/YYYY), percentage of marks upto 02 decimal points, Mode of Qualification (Regular/ Part time/ Correspondence) etc. 05 rows to be provided for other qualifications table (rows for 10th & 12th shall be fixed) with provision to add further if required by the candidate.
2. Post Qualification Experience (only after qualifying degree) : For filling details of experience, row with boxes will be provided. Provision for Name of Organisation, type of Organisation (drop-down e.g. Central Govt. / State Govt. / Central PSU/ State PSU / Autonomous Body/ Statutory Body / Public Limited Company / Private Limited/ Joint Venture/ Co-operative/ Self Employed ), Employment period (From-To) dd/mm/yyyy – drop down boxes, position held, nature of experience (with space to capture pen picture of experience with about 1000 words), (drop-down e.g. Regular/ Direct Contract by Company/ through contractor / Ad-hoc/ Fixed Term/ Part Time/ Training), pay scale/ Annual CTC details, Jobs/ Duties Performed or being Performed. For adding new experience, add on button will be provided, in case of Public sector, details or scale will be shown.

* The total no. of years of experience will be shown at the end of experience table. (Auto Calculated)
* Experience should be calculated from the date of notification of result provided by candidate in qualification table. If the experience commencement date is later than the result notification date, the calculation would be from the later date.
  + 1. The Application environment, including the documents uploaded by the users, needs to be adequately protected against viruses/ other vulnerabilities.
    2. The application should be hosted on secured server (https://) so as to ensure that the data is free from hacking and virus. The bidder will have to deploy sufficient resources for the website to ensure availability and quick response time to the candidates to the satisfaction of the BEML even at peak loads especially on important events viz during registration, issuance of admit cards, objection/challenge window, result declaration. A website with ‘URLs’ will be provided by the bidder for online application with details of General Information. The link will be made available through BEML’s website. On clicking on the link, the page will open with proper links for, general instructions to the candidates and to apply for the job against the advertisement. The Application should work in any modern browser on any operating system without requiring additional installation of software besides the browser itself.
    3. The successful bidder will be required to provide VAPT audit certificate before hosting the application on BEML Career page. The VAPT audit certificate may be subjected for subsequent audit as per the requirements as BEML Limited is a PSU under Ministry of Defence, Government of India.
    4. The successful bidder shall handle the entire process related to obtaining this certificate as a part of the development and implementation process.
    5. The successful bidder should ensure proper input validation using regex techniques and built-in security controls provided by programming frameworks in order to validate & sanitize all user inputs implemented to prevent common vulnerabilities like SQL injection, cross-site scripting (XSS) & common injection.
    6. The Selected Service provider is required to execute a Non – Disclosure Agreement with BEML. The selected bidder is required to provide virus free ‘.pdf’ booklet (Softcopy) of each application received (segment wise) against advertisement hosted (with-in 2 days of Advertisement closing date) including the data dump (Excel) of all the responses.

1. **ONLINE ASSESSMENT SYSTEM (WRITTEN TEST)** 
   * 1. With the technological availability, BEML would like to leverage the written test system (MCQ & Descriptive both, as the case may be) with a system for proper identity verification of the test taker with real time safety and test integrity measures on the web-based application with password/ OTP protected system, screen sharing etc., to prevent any kind of proxy/ fraudulent/ improper activities with the help of smart-software.
     2. The service provider needs to ensure proper storage (digital as well as in physical format, as applicable), to meet on demand retrieval, report generation facilities to fulfil any Government, Legal, other internal/ external stake holders’ requirements.
2. **DEVELOPMENT, CALIBRATION, ADMINISTRATION OF ASSESSMENT TOOLS. IF REQUIRED, BEML MAY ADMINISTER THE TEST ON MULTI LANGUAGE PLATFORM.** 
   * 1. In today’s competitive talent market, BEML would like to adapt multi-layer assessment systems for different segments of target groups including Campus, Open (Experienced /Fresher), Consultants/ Advisors, FTE (Fixed Tenure Engagement), etc., which would involve assessment Tests including psychometric, etc.
     2. Bidding bidder may be required to provide relevant Cognitive Ability Tests (along with the requisite keys) to measure the Intelligence, Learning Abilities, Logical Thinking, problem solving abilities, verbal and reasoning abilities, etc.
     3. The bidder is also required to generate & provide Objective type multiple choice & descriptive type question banks (with answers) for the various Subjects relevant to the target groups for assessment purpose, as per the BEML requirements (if need be).
     4. Related software/test Engines/ IPR issues / key / Answer sheet, interpretations report, etc., must be provided and taken care of by the bidder, as per the requirements of BEML.
     5. Bidder will also be required to prepare (2 sets per domain) and administer Objective and/ or descriptive type questions (i.e., Computer based test – CBT) during the recruitment tests, including uploading of BEML prepared question paper as and when necessary.
     6. The Bidder would be required to administer (licensed / otherwise) psychometric instruments as and when necessary.
     7. The bidding bidder must also be in a position to prepare question paper (2 sets per domain) with complete security, integrity and confidentiality to prevent any mis-happenings and loss of reputation to BEML Limited.
     8. The question papers need to be in multiple sets (2 sets minimum) to maintain confidentiality/safety & security requirement.
     9. One among the two sets will be administered for the Recruitment Test.
3. **LOGISTICS / INFRASTRUCTURE ARRANGEMENTS TO ENSURE SMOOTH ADMINISTRATION OF RECRUITMENT CYCLES AND ACTIVITIES.**
   * 1. Whenever necessary, the service provider would be required to arrange venue with necessary infrastructure and facilities required for conducting of Computer based written test (CBT) for candidates at selected locations (indicative) such as New Delhi (NCR), Bangalore, Mumbai, Kolkata, Hyderabad, Chennai, Mysore, KGF at Karnataka, Pune, Nagpur, Ranchi, Dhanbad, Guwahati, etc., as may be required by BEML. (indicative locations)
     2. The candidates are to be allowed to take written tests by obtaining bio-metric thumb impression-based. The bidder is also required to supply computer terminals for assessments linked through the secured LAN to administer the question paper, to control access & attendance by biometric thumb impression, to assess the response sheets (particularly MCQ types) etc.
     3. The biometric data of the candidates will also be verified/ reconciled/ matched with the physically present candidates in subsequent stages of the examination i.e. during the skill tests/ interviews, reporting, etc. As such, the Bidder has to ensure precise clarity and timely transfer of biometric data. On successful verification of the candidate’s identity, digital photograph shall be captured on the biometric device. This information must be transferred to BEML as “PDF file” and as “digital data” within two days of the test. Biometric information collected by the Bidder has to be erased/ removed from the Bidder’s system / storage after a completion of the Defect Liability Period and a certificate to this effect will be furnished to BEML.
     4. The seating arrangement at the Examination Hall shall be such that the candidates in adjacent seats do not get Question Papers of same series/domains. Question papers (or) seating in case if CBT shall be distributed in such a manner that adjacent candidates will have question papers with different order of questions. Further, proper seating arrangement in exam hall shall be ensured by the Bidder so as to eliminate chances of any malpractices/ copying.
     5. The bidder has to place sufficient number of trained invigilators at each test centre and will have to ensure that there are no malpractices by the candidate during the conduct of the exam. They will have to report any such incidences immediately to the bidder’s (or) BEML’s representative available at the centre for further instructions.
     6. The bidder should provide dashboard which will provide real time update on the centre wise - domain wise status of the candidates appearing for the tests.
     7. After exam, the Bidder shall provide the centre wise, shift-wise and post-wise scanned copy of the attendance sheet and Admit Cards collected from each candidate to BEML in the PDF format. The hard copy of the same shall be retained by the Bidder for a period of 2 years from the date of declaration of final results.
     8. The Bidder shall upload the question papers (utilised for test among the 2 sets) and respective answer key within two days of the test for display of individual candidates and invite objections, if any, which shall be open to candidates for a period of 3 days.
     9. The candidate shall be required to deposit in BEML’s bank account an amount of Rs.200/- each for every question/ answer objected/ challenged. The amount so deposited shall be refunded ONLY to those candidate/s in case the challenge/ objection raised by them are found to be valid/ correct.
     10. An interface shall be provided for the candidates to assist them during entire process. The candidate should have access only to the questions and answers related to the post applied for. Further, no candidate should be allowed to view data of another candidate.
     11. The Bidder shall submit the details of each objection raised post-wise (content, name & post code of the candidate raising the objection) and whether the same was valid or not. Besides this, the Bidder shall also provide total no. of objections received post-wise along with the total no. of valid objections. The compiled report in this behalf shall be submitted by the Bidder within 5 days time period. Based on the details received from the Bidder, BEML shall release payment towards refund/ reimbursement of ‘Challenge/ Objection fee’ to candidates against each valid objection.
     12. Evaluation of answers of CBT Tests, Report on Assessment inputs, preparation of the Merit List – at Group level and a complete Report at individual level.
     13. The Merit list has to be prepared Discipline / Category wise as per the criteria fixed by BEML and provided in both Soft & Hard Copy format in the time frame decided by BEML (Soft copy within 24 hours and hard copy within 5 working days).
     14. Prepare and provide a comprehensive booklet encompassing various data, bio-data etc., of the candidates short listed for Interview in the format provided by BEML, in soft or hard copy, as may be required by BEML.
     15. The bidder must ensure that the test venues have appropriate safety, drinking water, hygiene, necessary power backups, proper connectivity, CCTVs as applicable.
     16. The Centre co-ordination and management of the test venue including informing will be the responsibility of the bidder. Liaison with local/ police authorities.
     17. The physical infrastructure requirement will be subject to BEML’s need, based on the target group, Government and other process requirement.
     18. A verifiable audit trail of all activities undertaken shall be maintained/ retained by the bidder for minimum period of 02 years after declaration of final result.
4. **ANALYTICS AND REPORT:**
   * 1. The Bidder is required to collate, analyze and provide Comprehensive Report combining various Assessment Inputs & Results for each candidate, as and when required.
     2. The bidder will also be required to undertake analytical and reporting activities related to recruitment drives/ process as and when necessary.
5. BEML reserves the right to avail the services of the bidder/contractor for any of the stages either in partial or full and it is not obligatory for BEML to avail all the services. BEML also reserves the right to ask for any additional and related services to be taken care by the bidder against the suitable payment on actual, against the bills, due to any unforeseen Situation etc.
6. Based on BEML requirement, the services of the bidder as described in this document may also be utilized for internal recruitment/ people development and promotional assessment etc., on the same terms and conditions.
7. The scope of work will include but not limited to carrying out all activities of pre-examination, examination, and post examination phase as per requirements of BEML.

**SECTION – 2**

# INSTRUCTIONS FOR SUBMISSION OF BID

This Tender consisting of

**Part A** Pre-Qualification Bid i.e. Submission of EMD (Through Manual/Online )

**Part B –** Submission of Technical Bid (Through SRM)

**Part C –** Submission of Price Bid (Through SRM)

* 1. **PART A – PRE-QUALIFICATION BID i.e. submission of EMD & Integrity Pact**

**2.1.1 The EMD amount of Rs. 6 Lakh**  **can be submitted in either way as detailed below:**

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:

1. **Online Payment of EMD amount can be made as mentioned below**:
2. Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
3. Read the terms & conditions, tick the acceptance box and click on Proceed.
4. In ‘Select State’ dropdown, select All India and click on the Go button.
5. In ‘Select Payment Category’, select EMD/ Tender Fee.
6. Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount  **as mentioned in tender.**
7. **Payment of EMD amount through DD / Banker’s Cheque**

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

1. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
2. 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.

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 |  |

1. Duly signed Integrity Pact (I.P.) (as per **Annexure-H and Enclosure to Annexure-H)** **in original** along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an **“Integrity Pact”.** The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited would be eligible to participate in the Tender with BEML.

The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-H** and same has to be duly filled and signed with seal by the Bidders on all pages along with witnesses signatures indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. Address of IEM is as below:-

|  |  |
| --- | --- |
| **Shri Kasi Vidyasagar, IAS (Retd.)**  House no 55,  Dream valley gated community,  Manikonda, Hyderabad – 500089. | **Shri Lt. Gen. Abhay Krishna, (Retd.)**  4A-902, Gurjinder Vihar,  AWHO Township, Sector CHI-1  Greater Noida, UP – 201310 |

The Integrity Pact (Annexure – H along with Enclosure) to be submitted along with EMD as **“PRE-QUALIFICATION BID” on or before closing date of the tender to the following address:**

The above said original Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate / Bid Guarantee and Integrity Pact shall be submitted in **Sealed envelope** duly superscribing as **“PRE-QUALIFICATION BID for Engagement of Agency / Service provider for Recruitment process in BEML”** shall also to be 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.

**Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.**

**The General Manager ,**

**Corporate Materials.**

**BEML LTD, BEML SOUDHA,**

**23/1, 4th Main, S.R. Nagar, Bangalore – 560 027**

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 Bidders who have not submitted” **EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) and Integrity Pact by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft** / **Banker’s Cheques will be rejected straightway.**

**b.** 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.

**c.** 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.

(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.)

**e.** The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

**General Instructions with regard to EMD:**

1. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
2. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
3. EMD lesser than amount mentioned in SRMwill not be accepted and the quotation is liable to be rejected.
4. EMD of technical disqualified bidder’s will be returned.
5. 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.
6. EMD does not carry any interest on return.
7. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
8. EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker’s Cheque or NSIC certificate, MSE Certificate (firms claiming EMD exemption), BID Guarantee Form and Integrity Pact to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
9. No responsibility will be taken for postal or non-delivery/non receipt of **Pre-Qualification Bid.**
10. **The EMD may be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized/ Scheduled / Commercial Banks**

**Forfeiture of Earnest Money Deposit (EMD)**

1. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
2. 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.**

**2.2 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.

Bids should be submitted online in BEML SRM e-Procurement platform only.

Bidders should have Valid Class-3/III digital signature Certificate issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement system.

Eligible Bidders willing to participate in the RFP may contact through **e-mail:** [**admin.srm@beml.co.in**](mailto:admin.srm@beml.co.in) to obtain the user name & password for submitting the bids. In case any clarification relating to bid submission is required, the Bidders may send the same by e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or may contact BEML SRM Team on phone no. 080-22963269 or email to admin.srm@beml.co.in.

The last date and time for submission of the bid is as mentioned above. Bids submitted after the said date and time shall be summarily rejected.

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| --- | --- | --- |
| **Sl. No.** | **Description** | **Documents required to be upload in SRM portal Collaboration folder** |
| 1 | Brief details of the Bidder/bidder | Please upload filled-in format as per **Annexure - A** in collaboration folder. |
| 2 | The Bidder should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (offline/online), assessment services, logistics support, IT related activities to various clients including minimum two reputed organizations during last five years. | Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded |
| 3 | The Bidder should have provided the Recruitment related services i.e., capturing of applicant details, conduct of Written Test (CBT), assessment services, logistics support, IT related activities to various clients. | Documents showing that the Business activities related to Recruitment areas was not of less than Rs 100 Lakhs (as an Average during the last 3 years-) |
| 4 | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Undertaking document as per the **Annexure – B** to be scanned and uploaded on SRM Platform |

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| **Sl. No.** | | **Description** | **Documents required to be upload in SRM portal Collaboration folder** |
| 5 | | An undertaking is to be submitted stating that the bidder is **not banned / black listed / debarred** by any Central / State government department / Autonomous institutions /Nationalized Banks or PSUs in India as on the date of publication of this tender. | Undertaking document as per the **Annexure – C** to be scanned and uploaded on SRM Platform. |
| 6 | | The bidder must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate   On SRM platform (to be scanned and uploaded in SRM Platform) |
| 7 | | An Undertaking has to be uploaded by the bidders on the Special Conditions arising out of implementation of GST | Undertaking document as per the **Annexure –D** to be scanned and uploaded on SRM Platform. |
| 8 | | Bidder has to upload compliance sheet as part of the technical bid | Please upload **Annexure E** as compliance sheet |
| 9 | | The eligible Bidder must have **minimum five years’ experience in** undertaking similar recruitment services with Central Government / State government department / Autonomous institutions /Nationalized Banks or PSUs in India as indicated in this RFP (both computer based or any other mode).  The bidder must have in the past 5 years, undertaken and successfully completed a minimum of   1. 3 recruitment cycles with 10,000 or above candidates per cycle   (or)   1. 5 recruitment cycles with 5,000 or above candidates per cycle   (or)   1. 10 recruitment cycles with 2,000 or above candidates per cycle contracts relating to Recruitment services | Valid PO to be uploaded. |
| 10 | Bid declaration | | **Annexure – F** to be signed and uploaded |

**Note:**

1. The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
2. BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
3. Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
4. Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document and Integrity Pact as Pre-qualification bid. If bidder is not submitted any of these (DD or EMD exemption certificate /document and Integrity Pact) as Pre-qualification bid, their technical bid will not be considered for further evaluation.
5. Any bidders having same IP address in SRM report, will directly reject and will not be considered for evaluation
   1. **Part 3 – Submission of Price Bid (Through SRM Portal)**

**Please submit unit price as mentioned at Annexure – E.**

The following details are to be uploaded on the system/ Portal

The Bidder shall quote Processing charges per candidate for each stage (2 stages are mentioned) as per **Annexure-E**. Applicable taxes will be paid extra.

* + 1. Bid/ Offer will be rejected if the bidder fails to quote for any of the stage as per Annexure -E
    2. The Bidder should submit their price Bid through E-mode in BEML SRM Portal /Platform only.
    3. Please quote the price details in the ‘Price Conditions’ column in SRM portal against the respective item.

**Reverse Auction**

Reverse Auction procedure is as mentioned below:

i. Firms to quote in two bid system i.e. technical and commercial bids.

ii. BEML reserves the right to conduct reverse auction, if required.

iii. 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.

iv. 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.

v. 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.

vi. In case the technically accepted vendor is not participating in reverse auction, then the commercial bid of the firm would not be opened.

* 1. **Instruction for submission of Bid**
     1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD
     2. BEML reserves the right to seek clarification from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
     3. In token of acceptance of all the terms and conditions and scope of work of the tender, you are requested to sign with authorised official seal on all the pages of Annexures and the same should be scanned and uploaded in the system.
     4. The Bidder should upload the all the documents along with respective supporting documents which is specified in the SRM Portal as Technical Bid.
     5. Bidder needs to sign all the bid documents, certificates etc. as required in the RFP, The same needs to be scanned (after affixing sign and seal on each page) and properly uploaded. If the bidder fails to provide the document which is specified herein, such bids will be rejected.
     6. Only GST registered vendor shall be eligible to quote/ submit bid. Bidder has to update registered GST details in BEML SRM website to submit quotation (non local vendors).
     7. 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.
     8. BEML reserves its right to reject any incomplete bid submitted.
     9. The due date for submission of bids may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original Tender Document only at SRM Portal,** Validity of bids submitted shall be deemed to be extended accordingly.
     10. BEML may decide to scrap RFP/re-float the RFP or modify the RFP without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any bid or reject all Bids at any time prior to the award of the contract without incurring any liability to the affected Bidders or any obligation to inform affected Bidder, the grounds of such action.
     11. The correspondence exchanged against the bid from both bidder and BEML through official authorised email are considered as legally valid document and shall be binding on both the parties.
     12. Bidders participating in the RFP should declare in their bid/ 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 shall be furnished to BEML. Failure on the part of the Bidders in this regard will be treated as breach and the bid will be rejected.
     13. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently by itself or through any third-party agencies. If it is found that any of the information furnished by the bidder is false / misleading, bids/offers of such bidders will be out rightly rejected.
     14. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML’s decision on any matter regarding short listing of bidders shall be final.
     15. The Notice Inviting Tender is not an offer or a contract.
     16. Proposals submitted by bidder become BEML’s property.
     17. Bidders will not be compensated or reimbursed for the costs incurred in preparing bids/ Offers.
     18. BEML is not under obligation to Award contract for any of the services described in the Notice Inviting Tender
     19. BEML’s decision is final for Evaluation of the bids/offers.
     20. Quotation submitted through Manual mode or E-mail or fax will not be considered.
     21. Unsolicited letters/canvassing/post tender corrections canvassing by bidders in any form including unsolicited letters on bid submitted or post tender corrections shall render their bids liable for summary rejection.
     22. In case the bidder had /has any litigation/s or arbitration/s or made any claim against BEML Ltd, which are closed or pending before the Court / Tribunal in connection with any contract / bid issued by BEML Ltd shall be informed in the bid and any contractor who had defaulted in performing the contract or abandoned the contract issued by BEML shall not be eligible to participate in this RFP.
     23. The uploaded documents in the SRM Portal should be legible & readable. If required by BEML Ltd, the entire original documents (of Uploaded Documents in SRM Portal) will have to be submitted if asked for. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
     24. Bidders/contractors are required to put page numbers and to affix the signature of the authorised signatory in all the pages of the documents which are uploaded in the SRM portal.
     25. Late / Un-Solicited bids/offers will be rejected.
     26. Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
     27. The Bidder shall submit lowest non-negotiable best competitive price.
     28. The quoted prices should be firm and fixed for the entire period of contract.
     29. No representation would be entertained on any error(s) if found in the Bids/Offers submitted by the Bidder. However, Bidder(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s).
     30. Technical Bid will be opened on (date and time of bid opening mentioned herein) and the commercial Bid will be opened only if the technical bid is accepted/ qualified.
  2. **The Bid submitted by the Bidder is liable to be rejected for any or more of the following conditions:**
     1. Misrepresentation, lack of proper documentation, fraud, coercion
     2. The bid submitted without pre-bid EMD or exemption certificate as per the terms of the RFP
     3. if bidders have not quoted for any of the line items as per **Annexure -E**
     4. The bid is received after the closing time and date.
     5. The Bidder suppresses material facts like insolvency, blacklisting etc., effecting the bidders performance under the contract.
     6. Breach of any terms and conditions of the RFP by the Bidder
     7. If the bidder involves in corrupt practices
     8. If any information which would have entitled BEML to reject or disqualify the bidder becomes known after the bidder has been qualified, it reserves the right to reject the bidder at that time or at any time after such information becomes known to BEML

**SECTION – III**

# GENERAL TERMS AND CONDITIONS

* 1. **DEFINITIONS:**
     1. The term ‘Purchaser’ shall mean and include BEML Limited including its heirs, executors, administrators, successors and their permitted assigns.
     2. “Request For Proposal /RFP” means and includes this document, bid, invitation to bids and all other documents like specifications, Annexure etc., that form part of this RFP
     3. ‘Purchase Order’ / ‘Contract’ means contract being awarded on the successful Bidder incorporating terms and conditions of the contract and includes this RFP, with its Annexures herein and also the Annexures/Appendices to the Contract
     4. The term “Bidder” shall mean and include the person, firm or a body corporate which is submitting its Offer against the RFP and the ‘Bid’ means the offer submitted by the Bidder in response to the RFP
     5. The term “Contractor” shall mean and include the person, firm or body corporate, who became the successful bidder and with whom the contract has been placed by BEML including its heirs, executors, administrators, successors and their permitted assigns as the case may be.
  2. **PERIOD OF CONTRACT:** The period of Contract shall be for Three (3) years from the date of award of contract/ purchase order. BEML at its sole discretion may extend the period of contract for further period on the same terms and conditions.
  3. **RATES:** 
     1. The Bidder is required to read the Scope of Work carefully and fill-in the requisite columns under ‘Charges for Services’ provided in this RFP. Any modification or changes to the same shall not be entertained subsequent to submission of Bid.
     2. The rates quoted by the Bidder shall be firm during the period of Contract and no escalation will be considered during the Contract period. The rates for the period of extension, if any, shall be mutually discussed and decided.
     3. The bidders are requested to quote their best and final offer in the Commercial Bid format of the tender document. No revised offer shall be entertained.
     4. GST will be payable, as applicable on actual basis, the conditions of which are explained in Annexure - D
     5. Bidders are advised to exercise due care while entering the rates. No excuse or requests for correction of rates will be entertained after the quotations are opened. All corrections, if any, should be initiated by the person signing the tender form before submission, failing which the rates may not be considered.
     6. BEML at its discretion may extend the due date for submission of bids. Bidder shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of tender due date.
     7. All costs incurred by the Bidder in connection with the preparation and submission of the bid shall be borne by the bidder.
     8. The Bidder shall certify in writing of its legal status along with the bid, along with resolution of the Management and other incorporation documents
     9. The language for submission of the bid shall be English.
     10. The Bidder or its authorized signatory should countersign all corrections and over writings
     11. BEML reserves the right to cross check and confirm the information details furnished by the bidder in response to this RFP
  4. **EVALUATION OF BIDS:**
     1. Bids are opened on the stipulated due date and time mentioned in the tender.
     2. 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.
     3. BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.
     4. BEML reserves its right to reject any incomplete bid submitted.
     5. Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.
     6. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.
  5. **RISK PURCHASE CLAUSE:** If at any time during the contract it is found that –
     1. Bidder has failed to perform the contract or abandons the contract at any stage: or
     2. The bidder failed to perform the contract as per the timelines provided in the contract; or
     3. The services rendered by the bidder are unsatisfactory; or
     4. The services do not confirm to the quality/specifications as mentioned in the contract.
     5. BEML will be at liberty to engage any other third party or by itself to complete the work/services specified under the contract. In such cases, the additional cost incurred by BEML due to such alternative arrangement shall be the responsibility of the Bidder and BEML will be entitled to recover such loss from the bidder from any avenue available to BEML. The decision of BEML in that regard will be final and binding on the Bidder
     6. For further details on Risk Purchase, the Bidder may refer BEML Purchase Manual by accessing BEML website www.bemlindia.in
  6. **PENALTY CLAUSE:**
     1. For delay or non- performance on the part of the Bidder to undertake the services or breach of terms and conditions of contract by the Contractor, BEML is entitled to impose penalty upto a maximum of 10% of the contract value.
     2. The Bidder must ensure that appropriate risk assessment and risk mitigation mechanism are in place to ensure that no loss to BEML’s goodwill, reputation, time, resources, etc. are caused due to action or inaction of the Bidder. As a GoI Organization, BEML is to ensure that governance of these processes is proper and the Bidder must take all necessary steps to ensure the same. In case of breach, BEML will be entitled to impose penalty on bidder as above.
  7. **TERMINATION:** BEML reserves its right to terminate the contract for any reason at its sole discretion at any time with or without attributing reason and the grounds will be elaborated in the contract
  8. **Compliance of statutory provisions:** The bidder/contractor shall comply with all statutory provisions, Government orders etc. the Bidder shall obtain all permits, licenses etc., as may be relevant for performance of the contract at its cost. The bidder shall comply with all relevant labour laws including contract labour (Regulation and Abolition) Act, Minimum Wages Act, Employees’ Compensation Act etc. The workers engaged by the bidder shall not claim any benefit or make any claim that they are the employees of BEML etc. The bidder shall indemnify BEML for any claims whatsoever made by such workers/professionals or the authority against BEML in this behalf.
  9. **FORCE MAJEURE:** 
     1. Notwithstanding anything contained in the Contract, neither the Contractor 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 Contractor. 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 Contractor or the acts on which the Purchaser has no control.
     2. 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 Contractor along with supporting evidence and so granted by the Purchaser for the work affected, if any, shall not be construed as waiver in respect of remaining execution of work.
     3. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the completion of work and make alternative arrangements including arrangements with third party for completion of work and other schedules.
  10. **RIGHT TO REJECTION:** 
      1. Notwithstanding anything contained in this Tender Document, BEML reserves its right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event, BEML rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
      2. BEML also reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
  11. **BEML BANK ACCOUNT DETAILS:** The bank details of BEML is as follows:

|  |  |
| --- | --- |
| Beneficiary Name: | BEML Limited |
| Bank Name: |  |
| Bank Branch: |  |
| Bank Address: |  |
| Account No: |  |
| IFSC Code: |  |

Remittance for Tender Fee/EMD/Security Deposit/Performance Guarantee is to be made in the account details mentioned above.

* 1. **INDEMNITY:** 
     1. The bidder shall defend, indemnify and hold BEML harmless from any liability or penalty, which may be imposed by Central, State, or Local Authorities by reason of any violation by the bidder/his employees of such laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by the contract, including any liability that may arise out of accident, whether by the employees of the bidder or by third party.
     2. The bidder shall indemnify BEML against any claims under the Payment of Wages Act 1936, Minimum Wages Act, 1948, PF Act, 1952, ESI Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen’s Compensation Act, 1923 or any other Act or any statutory obligations arising out of any act/acts or on behalf of any person/persons employed by him.
     3. The bidder shall also indemnify BEML and its member, officer and employee against all actions, proceedings, claims, damages, costs and expenses whatsoever in respect of or arising out of any failure by the bidder in the performance of his obligations under the contract.
  2. **CONFIDENTIALITY:** Bidders shall not divulge any information that are classified as confidential related to the tender/contract to any person or bidder without prior permission from BEML in writing. In any such event the contract will automatically stand cancelled with immediate effect. To this effect, the successful bidder shall execute a Non-Disclosure Agreement with BEML.
  3. **PAYMENT TERMS:** 
     1. No advance payment shall be made.
     2. Payments shall be subject to deductions of any amount for which the Organization is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date.
     3. All Payments shall be made in Indian Rupees only.
     4. The payment will be made within 60 days, on completion of all related activities and submission of necessary documents, subject to meeting the BEML requirements and work completion certificate of BEML Dept.
  4. **DISPUTE RESOLUTION:** Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender or the validity or breach thereof, shall be mutually discussed and settled amicably by way of mediation, conciliation and negotiations.
  5. **JURISDICTION:** The Courts at Bengaluru shall have exclusive jurisdiction to deal with any matter arising out of or relating to/in connection with this RFP/Bid and the contract.
  6. **LIQUIDATED DAMAGES (LD):** Time is essence of the contract. If the Bidder/Contractor delays the performance of any of the activities under the contract, the contractor will be liable to pay liquidated damages for the delayed period not exceeding 10% of the contract value.
  7. **ACCEPTANCE OF ORDER:** The Bidder shall send Order of Acceptance within two weeks from the date of Purchase Order or such other period as may be specified / agreed by BEML. BEML reserves the right to revoke the order placed on the Bidder, if the acceptance of order differs from original Purchase Order placed a. Any amendment to the Purchase Order shall be at the discretion of BEML and shall be in writing. 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 BEML) of the receipt of the order.
  8. **SECURITY DEPOSIT / PERFORMANCE GUARANTEE** 
     1. 5% of PO value has to be deposited as interest free security deposit/ or submit Performance Guarantee for the same value within 60 days of acceptance of contract
     2. The Bank Guarantee shall be from any Scheduled Commercial Bank authorized by RBI
     3. The bank guarantee shall be valid for the full contract period with a claim period of 45 months. In case of the extension of the period of contract, the contractor shall either submit fresh Bank Guarantee or get the existing Bank Guarantee renewed for the extended period with a claim period of three months
     4. The Security deposit shall carry no interest.
     5. 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 breach, default, failure or neglect on the part of the supplier in the fulfilment or performance of the contract in all respect.
  9. **PRICE, INVOICING AND PAYMENT:**
     1. The agreed prices are fixed prices in the currency as specified in the Purchase Order.
     2. 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.
  10. **INTELLECTUAL PROPERTY RIGHTS:** If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, BEML 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 delivery by the Contractor during performance of the Contract shall belong to BEML.
  11. **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 – 12 hereof. Any question or dispute as o 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.
  12. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The Contractor shall not sub-contract the obligations under the Contract 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 BEML. Any permission or approval given by BEML shall, however, not absolve the Contractor of the responsibility of his obligations under the contract.
  13. **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**
      1. ***Commitment by Purchaser:*** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
      2. ***Commitment by the Contractor:***

1. 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.
2. 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.
3. 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.
   1. **SECRECY:**
      1. 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 manufacture and supply of the stores 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.
      2. The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
      3. BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.
   2. **Applicability of TDS Income Tax Act 1961**

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.

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.

* 1. **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 on or before bid closing date.

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

**Office of HR -Recruitment**

BEML Limited, BEML Soudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963239 , E-mail : [recruitment@bemlltd.in](mailto:recruitment@bemlltd.in), copy to [lakshmana.murthy@bemlltd.in](mailto:lakshmana.murthy@bemlltd.in)

**PRE-BID MEETING**: A pre-bid meeting will be conducted on **10.06.2025 at 11.00 AM** through MS Teams/ On-line system. BEML will inform the same. For pre-bid meeting please send mail to [lakshmana.murthy@bemlltd.in](mailto:lakshmana.murthy@bemlltd.in)/ [recruitment@bemlltd.in](mailto:recruitment@bemlltd.in) for arrangement of meeting. Queries of the Organizations (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Asst General Manager – Corporate Materials ([lakshmana.murthy@bemlltd.in](mailto:lakshmana.murthy@bemlltd.in)) to reach us on or before 09.06.2025 by 17.00 PM.

**Annexure –‘A’**

**TENDER No: Date:**

**DETAILS TO BE PROVIDED BY THE PARTICIPATING ORGANIZATION**

**PART- I**

General Data in respect of your Company (i.e, Company profile).

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | | **Description** | **Details**  **(To upload Documentary proof)** |
| 1 | | Name of the Organization |  |
| 2 | Name of the owner of the Organization. The name and address along with seal of the authorized representative of the bidder who will be interacting in future has to be furnished together with their contact number. | |  |
| 3 | Address of the Organization with E-mail ID | |  |
| 4 | Postal address for correspondence (With name of the Contact Person) with telephone/Mobile No and email ID. | |  |
| 5 | GST registration Number with date, allotted by tax authorities with a copy of GST Registration Certificate. | |  |
| 6 | TIN/ PAN details of the Organization with a copy of TIN / PAN card / form. The participating Organization shall must have digital signature to participate in e-tender(e-mode). | |  |
| 7 | Bank account numbers with Banker’s Name, Address & Contact Number: | | Bank account number:-  Bank Name:-  Address :-  IFSC code: |
| 8 | Organization profile (Main Business details, Overall Organizational Structure, India Offices) | |  |

**TENDER No: Annexure –‘A’**

**PART- II**

**Detailed specifications must be fulfilled by the bidder. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description** | **Details**  **(To upload Documentary proof)** |
| 9 | Date of Incorporation / Registration of the Organization with details  (Should have minimum 5 years’ experience in this field) | Copy of certificate of Incorporation / Registration certificate duly signed to be upload. Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded |
| 10 | Should have provided the Recruitment related services including conducting assessment test through (multi location) on-line/ offline system with requisite security features to ensure right candidature & integrity of the assessment, conduction of written tests in physical format with necessary IT and Logistics arrangement, Developing/ administering objective/ descriptive question paper on multiple subject/ domine, using comprehensive Application tracking systems (ATS). | Scan copies of Work completion certificate / Client certificates/proof of payments indicating the nature of assignment / period of assignment are to be uploaded. The documents must cover these areas clearly and comprehensively. |
| 11 | Documents showing that the Business activities related to Recruitment areas was not of less than Rs 100 lakhs (as an Average during the last 3 years-2021-22, 2022-23, 2023-24) | Scanned copy of Purchase order/ Work order. |
| 12 | Document showing that the bidding organisation over the past 5 years have undertaken:   1. 3 recruitment cycles with 10,000 or above candidates per cycle   (or)   1. 5 recruitment cycles with 5,000 or above candidates per cycle   (or)   1. 10 recruitment cycles with 2,000 or above candidates per cycle | Scanned copy of the work completion certificate clearly indicating the number of candidates per cycle. |
| 13 | Any sub-contracting requirements by the Vendor towards meeting any part of the scope of work under this RFP, must be mentioned herewith for review and approval of BEML. | Declaration of Sub-Contracting. |
| 14 | The bidder should not have been banned / black listed / debarred from Trade by any Central / State Govt. Dept./Autonomous Institutions or PSUs in India. | An undertaking needs to be provided by the Bidder (format enclosed – **Annexure- C**) |

**NOTE :**

1. Please ensure to provide the Proper INDEX Page.
2. Each page must have the Page Nos with Seal & Signature.
3. All Attachments should be uploaded as per the point wise sequence with page no.
4. **The requirements must be fulfilled by the bidder. All supporting Data & Document must be Complete, clear, legible (without any masking/hiding) for Technical Committee Evaluation Process.**

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

**Signature with date of Authorized signatory:**

|  |  |
| --- | --- |
| **Name** |  |
| **Designation** |  |
| **Bidder ’s Seal** |  |
| **Date** |  |
| **Place** |  |

**Annexure - B**

**TENDER No: Date:**

**Undertaking**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # \_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder ’s Seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - C**

**TENDER No: Date:**

**UNDERTAKING**

* 1. 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.
  2. 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)

1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder ’s Seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure-‘D’**

**TENDER No: Date:**

**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 before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by dispatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct “Tax deducted at source” at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier’s account.
15. Where the supply of goods / services is liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to ‘GST Compliance rating’ when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

**Place:** Signature with date of Authorized signatory

**Date:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TENDER No: Date: Annexure-‘E’**

**CHARGES FOR SERVICES**

Please refer to the scope of work and the various points under this RFP, every bidder is expected to fill-in the following requisite column **accurately and completely**:

| Sl. No. | **Category Description**  (Indicative activities / elements under each Heads with relative weightage for financial evaluation) | Charges per application / candidate in Rs. (To quote in system against **ITEM DATA**) – excluding taxes applicable. | Remarks |
| --- | --- | --- | --- |
| (1) | (2) | (3) | (4) |
| (A) | **Application processing and related activities**. (This will include providing the soft copy of the applications received in ‘.pdf’ format, excel data dump).  Price quoted should be per successfully submitted application. | **(A)** | **Cost per** successfully submitted application. |
| (B) | **Computer based Test – Physical venue based.**  (This include all activities for conduction of test including the **Cost towards preparation of two sets of Question paper per domain –** (Multi lingual – English/ Hindi/ Vernacular medium as may be required by BEML) **along with answer keys,**  venue booking, e-mail and SMS communication to candidates, hall ticket – issuance through candidate login portal, hardware & software to conduct the test, HDMM frisking, CCTV recordings, conducting the test, evaluation & merit generation & printout of merit list, display of question and answer after the exam, objection window & resolution, infrastructure related, Data handling - storage, retrieval etc. as per this RFP) | **(B)** | **Cost per candidate** |

**NB:** It is mandatory for all the bidders to quote against the two-line items without any exceptions, failing which the financial bid will be considered as invalid & incomplete and will be subject to rejections.

**(1) The lowest bidder evaluation will be based on the summation of the quotation received against each item i.e. (A) + (B) . Quoted / Finalized Rates are fixed for 3 years during pendency of contract.**

**(2) Any specialized/ additional services will be reimbursed based on prior approval from BEML subject to bill at Actuals.**

**Place:** Signature with date of Authorized signatory

**Date:** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder ’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bid Ref No: Annexure-‘F’**

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - G**

**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 for ...............................................................................

………………………………………………………………………………………………

……………………………………………………………………………………................

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, the …………………………………………..Bank at.................................................

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 this …………………day 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:

**Annexure – H**

**(***To be executed on plain paper and applicable for all tenders of value ≥ Rs1Crores)*

**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:
2. 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.
3. 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.
4. The Principal will exclude from the process all known prejudiced persons.
5. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it 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.
2. 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.
3. 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.
4. 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.
5. 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 placed at Enclosure.
6. 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.
7. The Bidder(s)/Contactor(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 take actions 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. Except awardee of contract, all others are considered as other bidders.

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 intensions.
5. 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: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

------------------------------- -------------------------------

------------------------------- -------------------------------

------------------------------- -------------------------------

***Witness 1: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

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**Enclosure to Annexure –H**

**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](http://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 Bidders 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 bidder 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 Bidders 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 Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder 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.

--------x-------