



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

TENDER DOCUMENT

For

*Architecture, Design & Detailed Consultancy Services with project
Management Services
for establishment of green field project for aerospace manufacturing plant at
SEZ (Special Economic Zone), Devanahalli, Bangalore.*

Tender Document No. 6300032171

DATE OF SUBMISSION 13.04.2020 BEFORE 14:00 HRS

ISSUED BY

BEML Ltd

General Manager, Corporate Materials

(A Government of India Mini Ratna Company, Under Ministry of Defense)

“BEML SOUDHA”, No: 23/1, 4th Main, S.R. Nagar, BANGALORE – 560 027

Ph: 080-22963179 Fax: 080-22963283

TABLE OF CONTENTS

Ref: CM/Proj/Aero/2020

Date: 20.03.2020

Sub: Tender for architecture, design & detailed consultancy services including project management services for establishment of green field project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore.

Sl. No.	Particulars	Page No.
01.	Table of Contents	2
02.	Invitation for Tender	3 to 8
03.	Details of pre-qualification, Technical and Commercial bid - Annexure-I	9 to 11
04.	Eligibility criteria of technical bid. - Annexure-II	12 to 14
05.	Tender Conditions Acceptance Letter - Annexure-III	15
06.	Format of Organizational structure, details of specialist personnel available, curriculum vitae of key professionals, details of technical specialist personnel proposed to be deployed for this work - Annexure-IV to VII	16 to 19
07.	Terms and Conditions – Annexure - VIII	20 to 34
08.	Contract Agreement Format – Annexure - IX	35 to 42
09.	Integrity Pact Format – Annexure - X	43 to 47
10.	GST Terms and Conditions	48 to 50

Note:

1. The bidders shall download the complete set of tender documents. The tender documents from Serial Page No: 01 to 50 shall be duly filled, signed along with the company seal, scanned and upload the requisite documents as per the technical bid in 'C-Folder Technical Attachments' in the SRM system.
2. Commercial bid shall be submitted on BEML SRM platform.
3. The Commercial bids of technically qualified bidders shall be considered for opening.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

INVITATION FOR TENDER

Sub: Tender for architecture, design & detailed consultancy services including project management services for establishment of Greenfield project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore.

INTRODUCTION:

BEML is a premier heavy engineering manufacturing company working in India for more than 45 years. The company is a Public Sector Undertaking under the Ministry of Defence, Govt of India & bestowed with Mini Ratna status. To meet the business requirements, it is proposed to set up a manufacturing facility for Aerospace business at SEZ, Devanahalli, Bangalore, India. This new facility will be a dedicated center for the manufacture of Aerospace components, aggregates, sub-assemblies, ground support and ground handling equipment, tooling, jigs & fixtures etc., for Small Aircrafts and Helicopters.

PROJECT TITLE: Green Field Project for Aerospace Manufacturing Plant at SEZ (Special Economic Zone), Devanahalli.

CONNECTIVITY: The Project is well connected by Rail/Road/Air & situated on the National Highway (NH7) very close to Bangalore International Airport. The approximate distance is 38 Kms from Bangalore & adjacent to Bangalore International Airport.

AREA: Total area acquired for the project is 25 acres under SEZ.

WEATHER : Temperature In Summer: 21.2⁰ C to 33.4⁰ C Appx.
In Winter: 15.3⁰ C to 25.7⁰C Appx.

LOCATION : SEZ – Devanahalli – Bangalore - India

NEAREST RLY STATIONS: City Rly Station/Yeshwanthapura/Yelahanka/Devanahalli.

NEAREST AIR TERMINAL: Bangalore International Airport

Entire area of 25 acres of land will be developed OR as per requirement. An area of around 3 to 5 acres of land will be allocated for construction of Industrial Hangars and other facilities for Aerospace Manufacturing Plant considering the best suitable location in all respect. Balance area will be kept for future expansion with greenery / Landscaping apart from the utilities.

The proposed Industrial Hangars / Sheds will be made out of rolled structural steel fabrication with RCC pedestals & columns. The preferred steel structure will be Pre-Engineered Building system with Galvalume sheet puff panel roofing of appropriate thickness. The hangar has to be designed for suitable spans for accommodating



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

small/medium aircrafts/helicopters and suitable capacity (EOT) Cranes in each bay and sufficiently rigid to take wind & seismic load as applicable in that area. The vacuum dewatering flooring is to be considered. Initially an area of around 3 to 5 acres will be used and subsequently the remaining area will be used for construction as may be required.

The orientation of all the hangars, all allied required works, utility services etc., has to be planned in such a way so that, optimum utilization of land with adequate ventilation & light with less movement of men & material can be achieved. The interested Successful consultants are requested to visit the proposed site for better understanding of requirement before submission of their offer.

The successful bidder shall design and finalize the dimensions of all buildings/hangars/utilities and facilities, as required by BEML Ltd., and design work covers the entire span of the project. The required description of utilities and facilities essential for this green field project shall be finalized with successful bidder and all of these shall be deemed to be part of the consultancy services and no extra payment shall be admissible for design/consultancy work.

2. BEML Limited invites tenders for the subject work in Three bid system (Part 'A'- Pre-qualification Bid, Part 'B'-Technical bid & Part 'C'-Commercial bid) through e- Tendering mode i.e. BEML SRM platform. Consultancy firms viz., Partnership Firms, LLP, Company/JV, Proprietorship, are eligible to participate in this bidding.

3. Earnest Money Deposit (EMD):

a) The bidders, if not exempted, shall submit EMD amount of Rs.40,000/- (Rupees Forty Thousand Only), which can be paid online or can be submitted in the form of Account Payee Demand Draft / Banker's Cheque. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs.40,000/- (Rupees Forty Thousand Only).

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

-

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

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.40,000/-** (Rupees Forty Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.



BEML LIMITED

(A Government of India Undertaking)

23/1, 4th Main Road, S R Nagar

Bangalore - 560027

b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly super scribing the **Bid Invitation No. 6300032171 dated 20.03.2020, Closing date 13.04.2020 Time 14:00 Hrs.** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** 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.

Please attach the details duly filled-up for refund of EMD amount (for bidders who do not qualify in the Technical Bid) in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027

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

d) The bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidders shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- EMD lesser than Rs. 40,000/-(Rupees Forty Thousand Only) will not be accepted and the quotation is liable to be rejected.
- EMD of technical disqualified bidders will be returned.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

- e) EMD does not carry any interest on return.
- f) Pre-qualification and technical bids shall be opened **on closing date i.e. 13.04.2020 @ 15.00hrs**
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

Bidders shall ensure that, the Demand Draft/Bankers Pay Order towards EMD in original shall reach the above said office on or before the closing time of the tender.

Offers without EMD or EMD in the form other than the one specified or EMD with lesser amount shall not be considered and tenders will be rejected. No Interest would be paid on the Earnest Money Deposit.

4. Integrity Pact Agreement: Bidders need to enter into an integrity pact with BEML as per the Format provided at Annexure - X if the value of the contract is Rs.1 Crore and above. The integrity pact should be typed on stamp paper of requisite value signed with company seal and should be submitted to The General Manager, BEML Limited, BEML Soudha, 23/1, 4th Main Road, S R Nagar, Bangalore - 27 on or before closing date & time of the tender as part of the Pre-Qualification Bid.

Please refer serial page No: 39 to 49 format of Integrity Pact Agreement.

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 such an Integrity Pact with the buyer (BEML) would be competent to participate in bidding with BEML wherever the value of the contract is Rs.1 Crore and above.

This Pact is a preliminary qualification for entering into any contract with BEML for value Rs.1 Crore and above. The Pact will be effective from the stage of Invitation of Bids till the complete execution of the Contract.

The Central Vigilance Commission (CVC) has appointed Shri Arun Prakash Sharma as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows:

Shri Arun Prakash Sharma
B - 1343, Palam Vihar,
Gurgaon, Haryana - 122 017.
Ph: +91 124 4088681
Mob: +91 9810388681
Email: aps2008@yahoo.co.uk

Shri Ajai Kumar
2601, Tower-C,
Ashok Tower, Parel,
Mumbai - 400 012.
Email: Ajai.kumar3@gmail.com

5. The bidders should not have been blacklisted and/or debarred by any State/Central Department or PSU or Autonomous bodies. Firms/Successful consultants who are blacklisted and/or debarred are not eligible. Firms who have pending litigations with BEML are not eligible to participate in this bidding. The applicant must submit a duly notarized affidavit to The General Manager, BEML Limited, BEML Soudha, 23/1,4th Main Road, S R Nagar, Bangalore - 27 on or before closing date & time of the tender as part of the Pre-Qualification Bid in stamp paper of requisite value as under: -

“I/We undertake and confirm that I/We/ our firm/ company/ JV have/has not been barred or blacklisted by any of the Central /State Govt. Departments, Undertakings, Autonomous bodies, institutions, Agencies, Societies, Enterprises, Corporations and Companies during last 7 (seven) years ending previous day of last date of submission of bid.

Further that, if such information comes to the notice of BEML Limited I/we shall be debarred for bidding in BEML Limited in future forever. Also, if such information comes to the notice of Academy on any day before start of the work, BEML shall be free to cancel the Contract and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

6. Completion Period: The period allowed for execution of the work is till completion of project in all respects and details as per Clause 20 (Scope, time and payment schedule) of Annexure –VIII (Terms and Conditions) from the date of commencement to be mentioned in the Work Order to be placed on the successful bidder.

7. The intended bidders willing to participate in the tender may contact through **e-mail: admin.srm@beml.co.in** to obtain the user name and password for submitting the bids. The bidders have to submit their quotation ONLINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension etc., if any to the tender will be hosted on BEML website **www.bemlindia.com** only. Bidders shall regularly visit BEML’s website to keep themselves updated. No separate advertisement shall be published in the newspaper in this regard.

8. Any queries/clarification / information / details regarding tender enquiry to be communicated only through email Id: gmc@beml.co.in and queries/clarification/information/details will be accepted up to one week prior to the closing date of the tender.
Phone No: 080-22963179

9. Any queries related to submission of quotation/Offer may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at **Phone No.080-22963269, 22963141.**

10. **DIGITAL SIGNATURE:** To participate in this e-tender, the bidders shall have a valid class III Digital Signature issued by Authorized Certifying Authority to submit bid in our SRM e-procurement system.

11. The company does not bind itself to accept the lowest or any other tender.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

12. The tender shall remain open for acceptance for a period of **90 days** from the date of opening of tenders.

13. The intended bidders shall visit the site and acquaint themselves with the conditions of the site prior to submission of quotation/offer and no claims will be entertained later on the grounds of ignorance.

14. The successful bidder is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.

15. The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.

16. In case, the Successful bidder, after quoting, withdraws from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.

17. Bidders eligible for exemption for submitting Earnest Money Deposit (EMD) shall submit exemption certificate from Competent Authority.

Note: Bidders shall ensure that their EMD (DD/EMD Exemption certificate) is dispatched well in advance so that it reaches this office before the time and dates stipulated. Request will not be entertained for late receipt.

18. Conditional tenders are liable to be rejected.

Thanking you

Yours faithfully,
for BEML Limited

**General Manager,
Corporate Materials**

ANNEXURE - I

DETAILS OF PRE-QUALIFICATION, TECHNICAL & COMMERCIAL BID

Sl. No.	Item Description	Estimated Cost (In Rs. Lakhs) Completion Period	EMD Amount (In Rs. Lakh)	Last date for submission of Tenders	Similar Nature of Work
				Date of Pre-Bid meeting	
				Date of opening of pre-qualification bid	
				Date of opening of technical bid	
				Date of opening of commercial bid	
1	Tender for architecture, design & detailed consultancy services including project management services for establishment of green field project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore	Rs. 20 Lakhs (approx.) Lakhs (Inclusive of all taxes & duties) Till Completion of Project in all respects	Rs.40,000/-	13.04.2020 at 14:00 Hrs. 31.03.2020 at 10:30 Hrs. 13.04.2020 at 14:00 Hrs. Date of opening the commercial bids will be intimated to only the technically qualified Tenderers/bidders.	Architecture, design and project Management Consultancy Service of Industrial facilities

Mode of submission and Documents

Sl. No.	Nature of Bid	Mode of submission	Documents required to be submitted by the bidder
A	Pre-qualification bid	Online Payment of EMD amount OR Payment of EMD amount through DD/ Banker's Cheque to be dropped in the Tender Box kept at Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore OR Payment of EMD amount through DD/ Banker's Cheque shall reach the office of The General Manager (Corporate Materials), BEML LIMITED., Room No.1, BEML SOUDHA,	1) EMD: Rs 40,000/- by DD/Online paid receipt OR EMD Exemption certificate 2) Integrity pact agreement on A4 paper duly signed and stamped on all pages. Original should reach office on or before closing date and time of the tender. 3) Affidavit as per the clause 05 of Serial page No 07 in original should reach office on or before closing date and time of the

		<p>23/1, 4th Main, S.R. Nagar, Bangalore – 560 027, The sealed envelope of Prequalification bid will be opened on closing date 13.04.2020 at 15:00 Hrs. in presence of the bidders, who wish to be present at the above venue. Pre-qualification bid shall dispatch well in advance so that it reaches on or before closing time of tender. PQ bid received late on account of any reason whatsoever will be rejected.</p>	tender.
B	Technical Bid	<p>1) Through e-mode / BEML SRM Platform wherein Tenderers/bidders to submit their technical bids will be opened on closing date 13.04.2020 at 15:00 Hrs. in presence of the bidders, who wish to be present at the above venue.</p> <p>1) However, technical bids of those firms who meet the pre-qualification criteria in all aspects will only be considered for further evaluation.</p>	<p>1. Documents to be uploaded by bidders in BEML SRM Platform as per ELIGIBILITY CRITERIA</p> <p>2. The duly filled format of ‘Tender Conditions Acceptance Letter’ having accepting the tender documents and all the conditions. (Serial Page No:14), Organizational structure (Serial page No :15), Details of specialist personnel available (Serial page no. 16), Curriculum vitae (CV) of key professionals (Serial page No: 17), Details of technical specialist personnel proposed to be deployed for this work (Serial page No: 18) shall be downloaded signed with company seal and uploaded along with the technical bid</p>
C	Commercial Bid	<p>1) Through e-mode / BEML SRM Platform.</p> <p>2) The commercial bids of only the shortlisted / qualified bidders will be opened.</p>	Commercial bid shall be submitted on BEML SRM platform.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

Note:

The Bidder or his authorized representative with the due authorization letter is invited to attend the Pre-Bid meeting, which will take place at BEML Soudha, 23/1, SR Nagar, Bangalore on date and time as stated in the tender.

The purpose of the pre-bid meeting will be to clarify issues related to tender and to answer questions on any matter that may be raised at that stage. The bidder is requested to submit his questions by email so as to reach three days in advance of pre-bid meeting to gmcm@beml.co.in

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and responses given by BEML Ltd., shall be placed on the

Based on the pre-bid meeting, addendum/corrigendum, if any, will be issued and the same shall form a part of Bid document.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

ANNEXURE -II

ELIGIBILITY CRITERIA OF TECHNICAL BID

In the Technical Bid, the bidders have to furnish the following details / documents with regard to their experience etc:

CREDENTIALS i.e., EXPERIENCE / FINANCIAL STATUS ETC.

1. Intending bidders who meets the following eligibility criteria may quote for the tender.
2. **Financial Position:** Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost. (i.e. **Rs. 6,00,000/-**).
3. **Experience:** Experience of having successfully completed similar works (**Architecture, design and project Management Consultancy Service of industrial facilities**) during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:
 - (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. (i.e. **Rs.8,00,000/-**)

Or
 - (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (i.e. **Rs.10,00,000/-**)

Or
 - (iii) (iv) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (i.e. **Rs.16,00,000/-**)

NOTE: Copies of the work order and completion certificate issued by respective clients shall be scanned and uploaded along with the technical bid. If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate.

4. Description of Work: Architecture, design & detailed consultancy services including project management services for establishment of greenfield project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore.

REQUIREMENTS OF TECHNICAL BID

5. **Details of Average Annual financial turnover during the last three (3) years, ending 31st March of the previous financial year.**

Financial Year	2016-17	2017-18	2018-19
Annual turnover (Rs in Lakhs)			
Profit / Loss (Rs in Lakhs)			

NOTE: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and uploaded along with the technical bid.

6. Details of having successfully completed similar works (Architecture, design and project Management Consultancy Service of industrial facilities) during last Seven (07) years ending last day of month previous to the one in which applications are invited from any Government/Public Sector Undertakings/Large Private Organizations with Certificates.

Sl. No.	Name & Address of Client	Value of work & W.O. No.	Stipulated date of start	Stipulated date of completion	Actual date of completion	Completed value of work

NOTE: Copies of the work order and completion certificate issued by respective clients shall be scanned and uploaded along with the technical bid. If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate.

7. Registered Member of Council of Architecture
 (A valid registration Certificate to be uploaded and original to be produced on request – please refer clause 03 and 04 of Terms and Condition)

8 a) 3D Design Software being used inhouse

b) Usage of 3D Design Software for Architectural design and drawings by bidders
 (upload documents to prove the same)

c) Usage of 3D design software for ascertaining

BOQ value (upload documents to prove the same)

9. The bidders are required to mention and submit copies of the following:

(i) Please quote your PAN/GIR No.
(Registration Certificate of
PAN/GIR issued by the IT Authorities
shall be scanned and uploaded along
with the technical bid)

(ii) Please quote your GST No.
(Registration Certificate issued by
the GST Authorities shall be scanned
and uploaded along with the technical bid)

(iii) Please quote your Bank Account No.
for Bill Payment including Bank Code
for ECS (Copy of Cheque leaf shall be
scanned and uploaded along with the
technical bid)

a) Name of the Bank

b) Type of Account

c) Branch, Place

d) Bank Code No.

e) MICR No.

(vi) EMD details: Amount, DD No & date

10. The commercial bids of the bidders who have submitted the satisfactory documentary evidence for the above requirements shall be opened. The commercial bids of other tenderer i.e., who does not qualify in the Technical requirements will not be opened and EMD shall be refunded.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

ANNEXURE -III

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on the Firm's/ Company's letter head and to be uploaded along with technical bid)

To,
M/s. BEML Ltd,
BEML Soudha,
S.R. Nagar,
Bangalore-560027.

Dear Sir,

**Sub: Acceptance of terms and conditions of the tender
Tender Reference No.6300032171**

I/We have downloaded / obtained the tender documents for the above mentioned "Tender/Work from the website(s) namely "Architecture, design & detailed consultancy services including project management services for establishment of greenfield project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore".

As per your advertisement given in the above-mentioned website(s).

2. I/ We hereby certify that I/We have read entire terms and conditions of the tender documents from the page No.01 to 49 which form the part of Contract and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum issued from time to time by BEML have also been taken into consideration while submitting this acceptance letter.

4. I/We hereby unconditionally accept all terms and conditions of the above-mentioned tender documents / corrigendum in its totality/entirety.

5. In case any provision of this tender is found violated, I/We understand that your department / organization shall be at liberty to reject this tender/bid and to forfeit the Earnest Money Deposit absolutely and we shall not have any claim/right against BEML in satisfaction of this condition.

6. The Consultant / Service Provider subsequently should not have any litigations with Public Sector / Govt. Sector/ Private Sector.

Kindly provide the undertaking stating the above and upload the documents on SRM Platform.

Date:

Signature of the Successful consultant

Name _____

Address _____

Phone No. _____



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

ANNEXURE -IV

ORGANISATIONAL STRUCTURE

(To be given on the Firm's Company letter head to be uploaded along with technical bid)

1	Name & Address of the applicant with Telephone No./Fax No./Email ID	
2	a. Year of Establishment	
	b. Date & Year of commencement of practice	
3	No of branch offices	
	a) Name & designation of Branch head	
	b Address of branch office	
	c) Area of jurisdiction	
	d) Area of specialization	
4	Total No. of professional staff (In house):	
	a) Architects:	
	b) Planners:	
	c) Civil Engineers	
	d) Structural Engineers	
	e) Quantity Surveyors	
	f) Mechanical Engineer	
	g) Electrical Engineer	
	h) Public Health Engineer	
5	a) No of Subsidiaries/ offices	
	b) Location & Area of jurisdiction & specialization	
6	Address of Main/Branch office of applicant organization nearest to Bangalore and its distance	

Date:

Signature of the Successful consultant

Name _____

Address _____

Phone No. _____

ANNEXURE -V

DETAILS OF SPECIALIST PERSONNEL AVAILABLE

(To be given on the Firm's Company letter head to be uploaded along with technical bid)

(In-house & in tie up arrangements are to be furnished separately)

Sl.	Discipline/Service	Availability	Experience of number of in-house specialist Experts with years of experience	
			Experience more than 10 & above	Experience of less than 10 & up to 5 years
1	Planning	Yes/No		
2	Architectural	Yes/No		
3	Structural Engineering	Yes/No		
4	Public Health Engineering	Yes/No		
5	Electrical	Yes/No		
6	Mechanical	Yes/No		
7	HVAC	Yes/No		
8	Fire-fighting/Engineering	Yes/No		
9	Administrative/support staff, categories to be mentioned	Yes/No		
10	Office Equipment Computers Plotters Printers Scanners Photocopying Machines	Yes/No	No of units available with its make and year of purchase etc.	
11	Licensed software(s) available with the firm(s) Details of software(s), Version, No of users, and Year of purchase license no etc. to be furnished			

Note:

1. Personnel at Sl no. 1 and 2 are in-house (give membership details of professional institutions). In case the services are outsourced by us I/We undertake full responsibilities of timely deliveries without deficiencies.

Date:

Signature of the Successful consultant

Name _____

Address _____



BEML LIMITED
 (A Government of India Undertaking)
 23/1, 4th Main Road, S R Nagar
 Bangalore - 560027

 Phone No. _____

ANNEXURE -VI

FORMAT OF CURRICULUM VITAE (CV) OF KEY PROFESSIONALS

(To be given on the Firm's Company letter head to be uploaded along with technical bid))

Name.....

Date of Birth Nationality:.....

Years with Firm:

Membership in Professional societies.....

Task/Role to be assigned in this project:

.....

Key Qualifications:

[Give an outline of staff member's experience and training relevant to responsibility in context of present assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use up to half a page]

Education:

[Summarize college/University and other specialized education of staff member, giving names of Institutions, dates attended and degree(s) obtained. Use up to a quarter page]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name(s) of employing organization(s), title of positions held and location of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate.]

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these bio- data correctly describe the qualifications and experience of my staff/or collaborators and myself.

Date:

Signature of the Successful consultant

Name _____

Address _____



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

Phone No. _____

ANNEXURE - VII

**DETAILS OF TECHNICAL AND SPECIALIST PERSONNEL PROPOSED TO BE
DEPLOYED FOR THIS WORK**

(To be given on the Firm's Company letter head to be uploaded along with technical bid))

Sl. No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional/ experience and details of work carried out	How these Personnel would be involved in this work	Remarks

Date:

Signature of the Successful consultant

Name _____

Address _____

Phone No. _____

ANNEXURE -VIII

TERMS AND CONDITIONS

The successful bidder /consultant shall submit the detailed Plan of activities for all deliverables within Seven days from the date of finalized work order with organization chart for the current works. Details on specialist successful consultants/designers and such supporting staff required to complete the task in time needs to be submitted to BEML for approval.

2. Consortium of firms/companies is not eligible to apply.

3. The individual applicant should be of an Architect/Planner/ Architectural Successful consultant and should have been registered with Council of Architects of India.

4. If the Applicant is an Architectural/Planner of Proprietary or Partnership Firm/ Company /Engineering consultancy firm, it should have been registered in India and the lead Architect/Planner/ Architectural Successful consultant should have been registered with Council of Architects of India.

5. If the Applicant is a Joint Venture with foreign consultant(s)/Firm(s)/Company(s) the lead Partner/Firm/Company should be of Architectural/planner/ designer successful consultant /firm company registered in India and the credentials and experience of the lead Architect / Planner/ designer successful consultant/firm/ company / registered in India alone will be considered for the purpose of Evaluation of their Technical Bid.

6. The intending bidder must read the terms and conditions of the tender document carefully. The intending bidder should submit his/their bid only if she/he/they consider(s) himself/themselves eligible and she/he/they is/are in possession of all the documents required.

7. The intending bidders in their own interest are advised to submit online/offline their bid well in advance and avoid last minute rush in submission of their bid. BEML Limited will not be responsible for non-receipt of submission of bid whatsoever the reason may be.

8. All plans /schematic designs, specifications, drawings etc., shall conform to the various IS code, norms, local bodies/ panchayat acts wherever applicable.

9. The successful bidder/consultant shall be responsible for obtaining necessary license, sanctions approvals wherever applicable from the concerned government/ Corporation/Board or other agencies constituted. However necessary assistance whenever required shall be extended by BEML Limited.

10. BEML Ltd., shall pay all the statutory fees/payments as applicable to the concerned agencies / departments. All relevant applications/documents, for all such payments to be processed and required to be submitted, shall be part of the consultancy services and it shall be the responsibility of the successful bidder. Bidders have to quote for service charges for rendering such works in price bid document.

11. The successful bidder/consultant shall submit the PERT charts for the construction activities in detail with all resources like manpower, machineries required to execute the works and advise BEML on best time frame for complete the project, with deliverables. This PERT chart will be shared in tender document for executing contractors during bidding. As bidding contractors has Good for Construction drawings and PERT Chart for execution, only resources may vary from bidders. After awarding execution contract, successful consultants will freeze final PERT Chart with contractor, without diluting time frame set for project. A list of deliverables shall be prepared with delivery schedule entered therein and submit to BEML Ltd. These PERT charts needs to be updated on actual status, on a daily, weekly and monthly and submit to BEML Ltd. The successful bidder/consultant shall ensure that the construction work by the contractor is not delayed due to improper supervision by the successful consultant.

12. Considering on lead time for critical items, Successful bidder/consultant shall give a list of items to be procured by executing contractors, along with the bidding document.

13. The successful bidder/consultant shall make presentation on progress of the project to the BEML Management on a monthly basis or as and when the review is being conducted. The presentation shall mandatorily to include PERT chart, inter relationship with various activities running simultaneously, slippages, supply / clarifications of construction drawings in time for execution, course correction to complete the project within scheduled date.

14. The successful bidder/consultant shall make weekly progress report on each of the activity running and indicate the % of work completed and submit the same to BEML Ltd.,

15. All working drawings submitted should indicate with certification, as “PASSED FOR EXECUTION”

16. The successful bidder/consultant shall inspect the work at site till the completion of the project and render any technical advice to execute the work and attend the coordination meeting whenever called for.

17. The successful bidder/consultant shall give design of bar bending schedule.

18. The successful bidder/consultant shall prepare all Good construction drawings 2D & 3D, in 5 sets prints & with original in CD's (CAD and Pdf formats) within the schedule time.

19. The successful bidder/consultant shall submit requisite number of tender documents, like Drawings, Technical specification, Particulars of specification, General terms & conditions & other necessary information for the tenderer as per the schedule.

20. The Consultant / Service Provider subsequently should not have any litigations with Public Sector / Govt. Sector/ Private Sector.

Kindly provide the undertaking stating the above and upload the documents on SRM Platform.

20. SCOPE, TIME AND PAYMENT SCHEDULES / PRICE BID

The schedule of payment of fee to Successful consultant shall be as follows: -

SI No	Description	Time Schedule	Payment Criteria	% allotted to total bid amount
01.	Basic Engineering shall include complete plant layout with operational suitability to manufacture the products / items conforming to prevailing national standards, local byelaws, GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System (or any other similar agency) etc & 3D modeling including presentations / walk through presentations. 10(ten) different Optional layout plans in 2D, shall be presented for discussion & approvals from BEML. 3D modeling, walk through presentations to be provided for this approved option. 3D modelling /animation to be submitted for 3(three) different options/iteration, for BEML approval. The selected one option shall be used for detailed design and execution.	(1) 15 days from scheduled date of commencement of Work for submission of plant layouts in 2D.	(1) 35% fees will be paid on submission of approved plant layout design in 2D.	5%
(2) 07 days from BEML approval of 2D, for 3D modelling / animation.		(2) 55% fees will be paid on submission of approved plant layout design in 3D modelling /animation		
(3) On closure of Contract		(3) 10 % will be released after completion of works and with submission of "As built" 3D Animation		
02.	Conducting Soil testing by a reputed agency as available in that location with concurrence from BEML limited.	30 days from acceptance of Plant layout.	(1) 90% fee will be paid after completion of Soil testing and submission of report. (2) 10% fee will be released after completion of works.	1%

03.	<p>a) Complete Design / Calculations & Detailed for Industrial Hangars/shops having mezzanine floors/balconies/ walkways to accommodate respective shop staff, parking for vehicles, designed for suitable spans for accommodating small/medium aircrafts/helicopters with suitable capacity (EOT) Cranes and sufficiently rigid to take wind & seismic load as applicable in that area and shall also include analysis and design of Civil, Architectural and Structural for foundation structures, underground utility system, storm water drainage system, roads, waste water treatment plants, PEB, firefighting system, mechanical works like compressed air, gas lines, Interiors, air-conditioning, electrical works including substation, DG set, DG room, & allied required works, utility services like compound/fencing, pump house, UG Sump, OHT, rain water harvesting, bore well/open well, garden sprinkler system by using treated water, drinking water system, sanitary lines, administrative building, material store, medical center, canteen, helipad, welcome arches, sign boards, two wheeler/four wheeler parking, scrap yard, security block, frisking gate, flag hoisting, utility vehicles parking, watch towers conforming to prevailing national standards, local byelaws, minimum GRIHA- 3 star rating (Green</p>	<p>Finalized tender document (stage -1) with 2D drawings and other details within 75 days from the date of acceptance of plant layout.</p>	<p>(1) 35% fee is payable against submission of tender documents for release. The number of tender documents shall be decided and mutually agreed at the beginning with schedule. 35% payment distributed among the activities will be as indicated in below.</p> <ul style="list-style-type: none"> a. Land Development -3% b. PEB - 25% c. Civil Works - 45% d. Electrical - 12% e. Mechanical - 4% f. Firefighting - 3% g. Interiors -3% h. Others if any – 5% <p>(If there are no tender released, against the payment indicated towards this shall be paid on completion of the project).</p> <p>The payment shall be made subsequent to completion of that activity and submission of good for release tender document. In the event of re-tender, the successful consultant shall under-take to take all the activities without any additional cost.</p> <p>(2) 55% fee is payable on submission and obtain approvals from third party certification for</p>	16%
-----	--	--	---	-----

<p>Rating for Integrated Habitat Assessment) National Green Building Rating System(or any other similar agency) etc., complete for all that is required for the Aerospace Manufacturing Unit to cater to around 100 officers/employees/support staff and visitors. The above description is for information purpose and BEML Ltd., may add or delete additional utilities, facilities, during the tenure of the project since this is a green field project.</p> <p>b) The above activities shall be scheduled in tender as a Lump sum /Project. The tender release for the project execution would be detailed / covered under following broad headlines.</p> <ol style="list-style-type: none"> 1. Land Development 2. PEB 3. Civil Works 4. Electrical 5. Mechanical 6. Fire fighting 7. Interiors 8. Others if any and would be seen with appropriate scheduling <p>simultaneously/sequentially depending on the project program so as to complete the project as per schedule. Preparation of Good for construction drawings in 2D for all of above. This shall include preparation of tender documents, estimates based on latest MES SSR, Market rates,</p>		<p>Design Calculations, drawing and Bill of quantities of hangars and utilities for construction complete in hard & soft copy from a recognized institute of reputed like IIT/IISc/ Govt. certified agencies.</p> <p>(3) 10% fee is payable on completion of construction work in all respect. This Final payment will be made only after submission of completion certificate obtained from the Engineer in charge of the Project certifying “PROJECT COMPLETED IN ALL RESPECTS”.</p>	
<p>c) Complete Design and preparation of Good for construction drawings in 3D, with color schemes and walk through. (Note: Tender will</p>	<p>Tender document to be finalized with 3D drawings and ascertain BOQ values and any other related</p>	<p>(1) 60% fees will be paid on submission of Good for construction drawings in 3D, with color schemes and</p>	<p>4%</p>

	consist complete set of Good for Construction drawings in 2D & 3D formats, with complete BOQ to enable bidders for participating in contract on lumpsum basis.)	issues in stage -1 and firm up finalized tender within 90 days from the date of acceptance of plant layout.	walk through. (2) 40 % will be released after completion of works and with submission of "As built" 3D Animation / walk through	
04	Liasoning works: i) Preparation & submission of all relevant documents and obtain approvals from KIADB / SEZ/AAI/Factories inspectorate/Pollution control board, or any statutory approval from Govt. bodies/quasi/local acts. Note: BEML Ltd., shall pay all the statutory fees/payments as applicable to the concerned agencies / departments.	Concurrent activity	(1) 90% fee will be paid after completion of activity. (2) 10% fee will be released after completion of works.	29%
	ii) Preparation & submission of all relevant documents and obtain approvals from third party certification for design calculations, drawings and bill of quantities of hangers and utilities for construction complete in hard & soft copy from a Recognized Institute of repute like IIT/IISc/Govt. certified agencies.	Concurrent activity	(1) 90% fee will be paid after completion of activity. (2) 10% fee will be released after completion of works.	
	iii) Preparation & submission of all relevant documents and obtain minimum "3 Star rating" from GRIHA Council.(or any other similar agency, with prior approval from BEML) Note: BEML Ltd., shall pay all the statutory fees/payments as applicable to the concerned agencies / departments directly.	Concurrent activity	(1) 90% fee will be paid after completion of activity. (2) 10% fee will be released after completion of works.	5%
	iv) Preparation & submission of all relevant documents and obtain approvals for building stability certificate from a	Concurrent activity	(1) 90% fee will be paid after completion of activity. (2) 10% fee will be	1%

	Chartered Engineer.		released after defect liability period.	
05	Project Management: Preparation of comparative statement of the offers, evaluation of the offers, acceptability of the offers, justifying the rates of the offers AHR/ALR rates and assisting completely M/s BEML Ltd., to finalize the contract.	On completion	(1) 90% fee is payable against tender release and placement of order. In the event of re-tender, the successful consultant shall under-take to take all the activities without any additional cost. 2) 10% fee is will be made only after submission of completion certificate obtained from the Engineer in charge of the Project certifying "PROJECT COMPLETED IN ALL RESPECTS"	5%
06.	Supervision & Monitoring: of the construction work at site till completion of the project / twelve (12) months. Scope also includes liasoning with SEZ officers along with contractors, other agencies for all activities related to execution/accounting of works. Ensuring optimum utilization of available resources by maintaining the quality, preparation of GANT/PERT chart activity wise using software and monitoring of weekly progress by submitting the progress report. The successful consultant has to verify, certify the quality and quantities or any relevant document essential for the RAR bills claimed by executing contractor/s before those bills are submitted to BEML Ltd., The successful consultant has to	12 months from the date of awarding construction contract for execution.	The supervision fee will be paid separately on monthly basis. The Successful consultants has to nominate the persons for each category/work by indicating their past experience and academic qualifications. Attendance record needs to be submitted along with the bill, on a monthly basis and sign in the register at Security/Project Department daily. Work Progress report (Weekly) and PERT Chart (monthly) needs to be submitted. Progress of work and reasons for slow progress	35%

	prepare/certify deviation order, rate analysis for non-tender items, if any and completion certificate for executing contractor/s.		needs to be mentioned. The supervisors are to be conversant with SEZ related norms for any transactions/accounting and liaisoning with SEZ officers as and when required.
	i) Project Manager ii) Lead Engineer iii) 3 Supervisors		
	TOTAL BID AMOUNT IN RS.		Total Bid amount in % =100

21. SERVICES RENDERED IN PART: -

If for any reasons, the contract for consultancy is terminated by M/s BEML, for the services rendered in part by the Successful consultant in respect of work postponed, cancelled or abandoned by BEML, the remuneration payable to the Successful bidder/consultant shall be only in proportion to the services rendered by them till that date. The successful bidder/consultant shall fulfill all statutory provisions as applicable.

22. PERIOD OF CONTRACT

The period for the completion of the consultancy services starts from the date of commencement mentioned in the work order till the completion of the project, Successful bidder/consultant to complete activities as listed for Design & Engineering services within stipulated time. On finalization / award of Construction Contract by BEML, project management services for 12 months start from the date given by BEML, prior to site mobilization by executing contractor/s. Successful consultant shall note that their services in consultancy and supervision shall be required till the completion of the project in all respect by the contractor/s for all works.

23. PAYMENT OF TAXES ETC

The Successful bidder/consultant shall themselves be liable to pay income tax. If the Law governing the rules so require, deduction of income tax shall be made at source from payable by BEML to the successful bidder/consultant.

24. SECURITY DEPOSIT

The successful bidder/consultant **within 15 days** of receipt of work order will have to pay a security deposit equivalent to 10% of the work order value for consultancy work after adjusting the EMD paid by them. The 50% Security Deposit so paid will be refunded after completion of the project and remaining 50% will be released after completion of defects liability period of the project.

The option for payment of Security Deposit is as under.

- a) The successful bidder/consultant shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's pay order drawn or certificate of deposit with any one of the scheduled Banks made in favor of company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the successful bidder/consultant.
- b) Bank Guarantee from any Scheduled Bank equivalent to the amount of Security Deposit valid for a period required by BEML Limited will also be acceptable in lieu of Cash Security Deposit.
- c) The security Deposit amount may be deducted from the running bills of the Successful bidder/consultant at the rate of 10% or higher of the gross value of each bill. However, the entire Security Deposit amount will be withheld before completion of 90% of work.

25. DEFECT LIABILITY PERIOD:

- a) The period of maintenance for the subject work shall be ONE YEAR from the date of completion of all works.
- b) The successful bidder/Consultant shall provide written guarantee for the work including all the design & detailing carried out and material specified for the work. The successful bidder/Consultant shall redesign at his own cost any portion of his design work, which due to his failure to use a reasonable degree of design skill, is found defective during the defect liability period of 12 months from the date of completion as recorded by the Engineer in charge of BEML.
- c) During this period, the successful bidder/consultant shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work come to the notice, the Engineer-in -charge, shall inform the successful bidder/consultant, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at their risk and expense as per the conditions of the contract.
- d) If the successful bidder/consultant does not attend to the rectifications in spite of repeated requests, the Company shall proceed at their risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting successful bidder/consultant. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the successful bidder/consultant. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the successful bidder/consultant against any other contract.
- e) Even after such adjustments, if the amount available is insufficient to cover the expenses in full, the Company reserves the right to recover such balance due amount from any other bills or from other assets of the successful bidder/consultant.

26 RESPONSIBILITY OF SUCCESSFUL BIDDER/CONSULTANT: -

- a) The successful bidder/consultant shall accept full responsibility for the structural soundness of the designs and the other details furnished by them and give guarantee by way of evaluation certificate by any Govt. approved agency for the designs carried out by them.
- b) The successful bidder/consultant shall ensure that the work is to be carried out as per the contract is of good quality & all work by him or his representatives is performed
 - (i) With due diligence & efficiency
 - (ii) In accordance with standard codes & sound principles of design and engineering practices in the industry.
 - (iii) Strictly as per the agreed schedule.
- c) The successful bidder/consultant shall ensure that work is carried out by fully qualified and experienced team. Successful bidder/consultant shall identify by name, the project Manager(s) and lead engineer (s) assigned for performing the scope of work for different disciplines & provide to BEML, an organization chart within a week from the date of issue of workorder. The successful bidder/consultant is deemed to have considered academic qualification, past experience and association in design & engineering of similar projects and suitability of the individual for the particular position. The Lead Engineer (s) in each discipline shall be supported by adequate number of experienced specialist engineers to accomplish design and engineering in a timely and professional manner with highest degree of diligence
- d) In the events of the Successful bidder/consultant failing to perform their duties or obligations, in any manner in time and satisfactorily, they shall compensate BEML for any loss or damage for expenses that the company may incur on account of such non-fulfillment or by any reason of any defect or inadequacy of designs, drawings, specifications, instructions on part of the successful consultants.
- e) If the successful bidder/consultant commits any breach of any terms of this contract BEML shall also be entitled to terminate the contract.
- f) The successful bidder/consultant shall further keep BEML indemnified and harmless against any claims OR liabilities arising out of eventualities in connection with the workmen OR any member engaged by OR under the control of successful bidder/consultant. BEML shall have no liability under the workmen compensation act OR any other provision of law/ statutory OR otherwise. However, any expenditure incurred by BEML in this connection shall be fully reimbursed by the successful consultant.
- g) The Successful bidder/consultant shall certify the quality of the work executed by the contractor & will issue a completion certificate for the awarded work. This is

mandatory. However acceptance of completion certificate for closure of contract lies with BEML.

- h) Project Management shall include preparation of tender documents, estimates based on latest MES SSR, Market rates, preparation of comparative statement of the offers, evaluation of the offers, acceptability of the offers, justifying the rates of the offers AHR/ALR rates and assisting completely M/s BEML Limited to finalize the contract ensuring optimum utilization of available resources by maintaining the quality, preparation of GANT/PERT chart activity wise using software and monitoring of weekly progress by submitting the progress report.
- i) The appointment of supervisory staff by BEML will not absolve the successful bidder/Consultant of its/his responsibility for designs of structures and all provisions/services of the work as mentioned in the tender works entrusted to him so as to satisfy the requirement of BEML.
- j) BEML reserves the right to modify the scope of work at any stage, without assigning any reason. No claim on this account will be entertained.

27 VARIATION CLAUSES:

As Aerospace SEZ is Green filed project and Consultancy services requirement is likely to be varied to suit the business/plant requirements a variation clause is introduced for the subject tender.

- a) The prospective bidders shall bid and the consultancy service charges for the works/scope mentioned and contract shall be finalized for the subject tender. This finalized amount for the subject tender is assumed as Rs X /-.
- b) The necessary infrastructures required for the current green field project will be executed by Contractor/s and the value for Construction work finalized is assumed as Rs Y/-.
- c) The ratio of $(X/Y) * 100 = Z$, is the % of fees to the Successful bidder/consultant for the subject works.
- d) The actual value of construction by the executing contractors may vary on either side. In case the actual execution value is less than Rs Y/- successful consultant amount shall remain as Rs X/-.
- e) If the actual value of construction exceeds up to by 10% of Rs Y/-, the consultancy service charges shall remain Rs X/-.
- f) In case the actual construction cost exceeds beyond 10% of Rs Y/-, for such value successful consultant shall get proportional increase in their Consultancy charges for the services rendered, and percentage Z shall be maintained.
- g) In case of dispute/interpretations BEML decision is final and binding.

28 PENALTY FOR DELAY

Time is the essence of the contract. For the delays against time frame specified in tender, the successful bidder/consultant shall have to pay liquidated damages of 0.5% of the contract value per week subject to a maximum of 10 % of the contract value.

As per Clause 20 above, there are mutually dependent activities/responsibilities with respect to BEML, executing contractors and successful bidder/consultant. As the tender is for design and consultancy services including finalization of the tenders, there is dependency on BEML for mutually dependent activities/responsibilities, which are mentioned in detail for scope of work.

29 CONTRACT AGREEMENT: -

The successful bidder/consultant is required to execute a contract agreement on stamp paper of requisite value with BEML on award of contract for consultancy services, within seven days of issue of the Work Order as per the format of Agreement enclosed with tender document at Annexure -IX.

30 DISPUTE RESOLUTION AND JURISDICTION:

- a. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the tender/contract or the breach thereof arising during the tender stage/ progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by BEML and Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 as may be amended from time to time and the arbitration proceedings shall be conducted at Bengaluru, Karnataka .
- b. The courts at Bengaluru only shall have jurisdiction to entertain any dispute/matter relating to the tender/contract
- c. In case of the successful bidder/consultant is a Public Sector / Government department, the disputes / differences shall be resolved in accordance with the DPE guidelines on AMRCD, which guideline is deemed to be the part of this tender/contract.
- d. In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the Successful bidder/consultant / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the Successful consultant / concessionaire with the prior approval of the lead banker and BEML.
- e. In case the subsequent court order required refund of the money paid by BEML to the Successful bidder/consultant / concessionaire against Bank Guarantee, the amount shall be refunded by the Successful bidder/consultant / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be

decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

31 JURISDICTIONS: - All disputes and differences between the parties in regard to this tender/contract or breach thereof shall be deemed to have arisen only at Bengaluru and only the courts at Bengaluru shall have the exclusive jurisdiction to decide the same.

32 NON-ASSIGNMENT: - The work assigned to the successful bidder/consultant shall not be sub-let without explicit approval of BEML.

33 TERMINATION OF THE TENDER/CONTRACT: -

It shall be open to BEML to terminate this tender/contract forthwith by notice in writing in the event of any misfeasance OR breach by bidder/successful bidder/consultant of all OR any of the terms of the tender/contract OR in case of any change in the constitution of the bidder/successful bidder/consultant. Bidder/Successful bidder/consultant shall not in the event of such termination, being due to their breach of misfeasance, be entitled to any compensation OR damage against BEML on the other hand BEML will have the right to recover from the Bidder/ Successful bidder/ consultant all the losses and damages including the extra cost incurred in getting the work completed through any other party. In the event of termination, BEML will be free to carry on and execute construction activities in accordance with successful bidder/consultant's drawings after making additions, alterations thereto as may be necessary.

34 INSURANCE

From the effective date of contract & for the duration of contract, the successful bidder/consultant shall take a policy covering employees' compensation and group personnel accident. The successful bidder/consultant shall be responsible for payment of insurance premium against this policy & also follow up the claims that may arise out of or in connection with the same.

35. ARCHITECTURAL CONTROLS FOR PROJECT

The successful bidder/ consultant shall verify the applicable architectural controls, bye laws, Acts, Rules, orders and all possible contingencies, situations, which may be required to prepare the plans and drawings with required compliance relaxation of the bye laws, Acts, Rules, orders and regulations . BEML shall not bear any responsibility for the lack of such knowledge and also the consequences thereof to the successful bidder/ consultant. Therefore, the successful bidder/ consultant shall keep himself/themselves fully informed of all architectural controls for the plot, acts and laws of the Central & State Governments, all orders, decrees of bodies, tribunals, bye laws etc., having any jurisdiction or authority which in any manner may affect the work. All normal building bye laws of local/statutory bodies having jurisdiction shall be followed apart from the specific controls for the plot, if any. The successful bidder/ consultant shall protect and indemnify BEML and its officials & employees against

any claim or liability arising out of violations of any such laws, ordinances, orders, decree etc. whether by itself or by its employees or its authorized representatives.

36. CERTIFICATION OF FACILITIES AS PER GRIHA STANDARDS:

The project is to be planned, designed and executed for Certification as per GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System. Accordingly, all required services from concept planning to completion, documentation including obtaining certification from GRIHA Secretariat are included in the scope of work. This shall also include Energy Simulation and Modeling, Documentation & Co-ordination with GRIHA Council and obtaining Provisional & Final Certification. The successful bidder/ Consultant shall ensure that the Project shall be registered with GRIHA Council after approval of the drawings by BEML. The successful bidder/ Consultant shall be required to incorporate all the necessary provisions required for minimum Three Star GRIHA Rating in the drawings, specifications and BOQ's etc. & to undertake the necessary documentation and submissions with GRIHA Council accordingly. They will also be required to provide the various services as referred below:

a) Feasibility:

The Consultant will evaluate the certification levels that may be achieved by the project. The feasibility report will comprise of a report, which will divide the overall points in three categories:

- i) Points that are already planned, if any
 - ii) Points which are possible to be planned
 - iii) Points those are not feasible (not applicable) for the project.
- b) All the design and tender documents prepared & materials to be used in the work for Civil, Structural, MEP, HVAC, and Firefighting Systems etc. shall be in conformity to GRIHA requirements.
- c) The Consultant shall ensure registration of the Project with GRIHA Council or any other similar agency before starting of work.
- d) To provide continuous assistance or support to BEML project team including the Construction Team in execution of work including selection of materials etc. to achieve Minimum Three Star Rating under GRIHA Green Building Rating Systems.
- e) To periodically monitor the parameters set out in the planned score card & suggest remedial measures in case of any shortcomings.
- f) To carry out Building Envelope Analysis, Orientation and Shading Analysis, Day lighting Studies, Energy Modeling, Water Balance Charts etc. using relevant simulation tools.
- g) Preparation, submission and documentation from initiation till completion and receipt of required Green Building Rating for the Project which amongst other requirements as per GRIHA shall include collection, compilation & preparation of filled-in

templates/documents in close co-ordination with BEML, submission of complete compliance documents as required by GRIHA Council in order to get the minimum GRIHA- 3 Star Rating for the Project. This shall also include all required coordination with GRIHA Council etc. and other relevant statutory bodies inclusive of responding to queries from these offices.

- h) The successful bidder/ Consultant shall provide necessary Guidelines, Procedures and formats for records to be maintained (at various stages of the Project) by BEML / Contractors as per requirements of GRIHA Council.
- i) The successful bidder/Consultant should apprise BEML of the status with regard to implementation of provisions of GRIHA periodically as per the requirements.
- j) The successful bidder/Consultant shall arrange to get the Energy Audit completed & report prepared through BEE Certified Energy Auditor as per GRIHA norms for obtaining Final GRIHA Certification from GRIHA Council & nothing extra is payable on this account.
- k) The successful bidder/Consultant shall co-ordinate with GRIHA Council & all other relevant statutory authorities as per requirements and nothing extra is payable on this account. However, the required statutory fee payable to the GRIHA Council/statutory authorities, if any, will be borne by BEML. Consultant shall be responsible for all the required coordination and liaising work.

37 GENERALS: -

In the event of any difference of opinion arising during the course of execution of the work, between the successful bidder/ consultant and BEML, on matters relating to the specification, interpretation of drawings resulting in deviation in work to suit technical requirement etc., the decision of the Head (Projects) BEML limited shall be final & binding.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

ANNEXURE –IX

To be executed on a Non judicial
stamp paper of appropriate value as
per State stamp laws

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (the Agreement) is made and executed on this --- day of
----- TWO THOUSAND AND TWENTY

BETWEEN

M/s BEML Limited, a Government of India Undertaking having its Corporate Office at
“BEML SOUDHA”, 4th Main Road, S.R. Nagar, Bengaluru-560 027 acting through its
‘General Manager, 23/1, 4th Main Road, S.R Nagar, Bangalore – 560027’ represented by
Shri. XXXX (Hereinafter referred to as ‘BEML’ which expression shall, unless repugnant
to context means and includes its successors and permitted assigns) of the First Part.

AND

M/s. XXXX registered under the provisions of XXX Act, having its Registered Office at
represented by Shri. XXXX (hereinafter referred to as ‘the Consultant’, which expression
shall unless repugnant to the context means and includes its successors and permitted
assigns) of the Second Part

Hereinafter, “BEML” and the “ the Consultant” shall individually be referred to as ‘Party’
and collectively as ‘Parties’.

WHEREAS BEML is a multi-technology heavy engineering company engaged inter-alia in
the design, manufacture and marketing of varieties of equipment and components required
for Mining and Construction, Rail and Metro, Defence and Aerospace, Dredging, etc and
having four manufacturing divisions at Bengaluru, KGF, Mysuru and Palakkad and
marketing/ regional/district offices across the Country.

Whereas the Consultant is a ----- which takes up XXXX works having its
Registered Office at xxxxxx

WHEREAS, BEML floated tender Ref: XXXX (Hereinafter referred to as the Tender) for
‘Architecture, design & detailed consultancy services including project management
services for establishment of Green Field project for Aerospace manufacturing plant at
Special Economic Zone (SEZ), Devanahalli, Bengaluru’. (Hereinafter called the “WORK”)



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

WHEREAS the Consultant submitted its offer in response to the Tender floated by BEML as above and become the successful tenderer and has agreed to execute the Work as per the terms and conditions of the Tender. Consequently, BEML issued Service Purchase Order No. XXXX dated _____ (hereinafter the Work Order) to the Consultant.

WHEREAS the Consultant has duly accepted the Work Order and agreed to execute the Work strictly in accordance with the Work Order and on the terms and conditions herein for a total sum of Rs. XXXX /- (Rupees XXXX) Inclusive of all Taxes, cess and duties as consideration for the Work being carried out.

WHEREAS as per the terms & conditions of the tender, the Consultant is required to execute a Contract Agreement with BEML and in consideration of the above, 'BEML' and the 'Consultant' agree to reduce the terms and conditions in to writing as hereinafter mentioned.

SCOPE OF WORK:

The Scope of Work to be executed by the Consultant is as mentioned the Tender Document.

CONTRACT PERIOD:

This Agreement shall commence from ..././2020 and shall remain valid till ..././20.. . However, the services of the consultant shall be required till completion of the project in all respect by the contractor/s for all works. Time is the essence of the contract. The Consultant shall strictly adhere to the Time Schedule for commencement and completion as stipulated in the Work Order and shall complete the Work in all respect to the complete satisfaction of BEML on or before the Completion date.

PENALTY

In case the work is not completed in the manner mentioned above to the complete satisfaction of BEML in every respect within the time limit stipulated in above, then the consultant shall become liable for payment of Liquidated Damages of 0.5% of the contract value subject to a maximum of 10 % of the Contract value for delay in completion of work, irrespective of whether extension of time has been granted or not unless otherwise specifically agreed in writing.

It is agreed between the Parties that the said Penalty payable by the Consultant shall be without prejudice to any other right or remedy available to BEML on account of such delay in completion of work. The amount of damages might be adjusted or set-off against any sum payable to the Consultant under this or any other contract with BEML. The Asst. General Manager, BEML Limited shall be the authorized person to certify whether the Work has been completed within stipulated time and his certification shall be final and binding on the parties.

PAYMENT



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

BEML shall make the payment to the Consultant in the sums, proportions and manner from time to time in accordance with the Clauses 20 of the terms & conditions of the Tender Document. The payment shall be made after all the statutory deductions as may be applicable.

SECURITY DEPOSIT/BANK GUARANTEE:

The Consultant has submitted DD bearing No. _____ for Rs. _____ payable atbeing 10% of contract value towards non-interest-bearing Performance Security drawn on _____ Bank

*The Consultant has submitted a Bank Guarantee issued by _____ Bank in favour of BEML for a value of Rs. _____ being equivalent to 10% of contract value valid till _____ towards non-interest-bearing Performance Security

If this Agreement is renewed or term is extended, the Consultant agrees to revalidate the DD/renew the Bank Guarantee before its expiry.

*The Consultant has agreed for deduction from the running bills of the Consultant at the rate of 10% or higher of the gross value _____ of each bill and to recover the entire Security Deposit amount before completion of 90% of the Work towards non-interest-bearing Security Deposit in accordance with Clause 24 of Terms and Condition of the Tender document. .

(* delete whichever is not applicable).

The Company shall have the full power to enforce the Security Deposit in case of non-performance or violation or breach of any of the terms of this Agreement by the Successful consultant

The Performance Security shall be refunded after successful completion of the entire work & taking over of the project to the satisfaction of BEML. The Performance Security shall be revalidated at the request of BEML at any stage of the Contract.

COMPLIANCE OF STATUTORY PROVISIONS:

The Consultant shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970 and Rules 1971, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employers' Liability Act 1938, Shops & Establishments Act (relevant to the State), Factories Act, 1948, Employees' State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Child Labor

(Prohibition & Regulation) Act, 1986, Sexual Harassment of Woman at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The consultant agrees to indemnify BEML for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

The Consultant agree and undertakes that all claims arising at the instance or on account of the persons employed by the consultant including but not limited to on account of wages, allowances, PF, ESI, Gratuity or Compensation under the Employee Compensation Act, or otherwise shall be met by the consultant on his own account and shall indemnify BEML against all losses and damages on account of the said claims . BEML shall have no liability whatsoever in that behalf.

NON-COMPLIANCE OF TERMS:

Non-compliance of any of the terms of this Agreement shall amount to breach leading to cancellation of contract, besides other legal actions, including but not limited to recovery of losses to BEML.

FALLS CLAUSE:

The Parties agreed that if the Consultant fails to Execute the Work as per Tender Document, Work Order and the Terms and Conditions herein contained, at any time during the currency of the contract or if BEML has reasons to believe that the Consultant's work is not satisfactory and that the interest of BEML is thereby affected in any way, BEML shall have the right to Execute the Work by itself or through any other agency, in which case the Consultant shall make good the loss to BEML including cost and expenses which arises there from. The extra cost being incurred by BEML in this regard should be to the account of the Consultant, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the Successful consultant or otherwise.

INDEMNIFICATION

In the event of the non-fulfilment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Work Order or in this Agreement, the Consultant shall pay to BEML all losses, damages, costs, charges and expenses incurred by BEML as result of the Non-fulfilment of the obligations under the contract. The decision of BEML shall be final in this regard and the Successful consultant shall pay the same without any demur and protest.

The Consultant shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labor deployed by the Consultant and the Consultant shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

the Consultant, including pending Bills. The Consultant will ensure that there are no thefts or loss of property/properties by the laborer's deployed by the Consultant.

INSURANCE

From the effective date of contract & for the duration of contract, the Consultant shall take a policy covering workmen's compensation and group personnel accident for the Consultant's staff. The Consultant shall be responsible for payment of insurance premium against this policy & also follow up the claims that may arise out of or in connection with the same.

LICENSES AND PERMISSIONS:

Consultant shall procure all the Licenses, Permissions, Sanctions, etc. as may be required for/in the course of performance of the contract /execution of the Work or as required under statutes. Any lapse in this regard shall be solely attributable to the Consultant and BEML shall in no way responsible for the same. The Consultant undertakes to indemnify BEML in this regard.

SUB-CONTRACT:

The Consultant shall not sub-contract, assign or make over the contract to any third party either in full or partially without prior written consent of BEML.

CONFIDENTIALITY:

The Consultant or his employees or agent or anybody engaged by the Consultant to execute the Work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of BEML. The Consultant undertakes to indemnify BEML for any loss caused to it by reason of breach of the above obligation by the Consultant or his employees or agent or anybody engaged by the Consultant

ENTIRE CONTRACT

Tender Document and Work Order dated XXXX shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:

- (a) This Agreement;
- (b) Work Order; and
- (c) Tender document.

TERMINATION:

BEML can terminate the contract by giving thirty days written notice in case of the following reasons and if the Consultant fails to rectify the same within the notice period;



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

- a) Failure of the Consultant to commence the work within a stipulated period.
- b) If the performance of the Consultant is found to be unsatisfactory or if he fails to give the desired progress of the work or there is breach of terms of the agreement. In this regard, non-performance in whole or in part by the Consultant of any obligation due to the reasons with his control shall be treated as breach of the contract.

However, BEML shall have right to terminate the Agreement at any time by giving 45 Days' notice in writing, with or without mentioning the reasons.

The Consultant shall have the right to terminate the Agreement in case of breach of the terms and conditions by BEML.

The termination shall not prejudice the rights and obligations accrued on the parties till the effective date of termination.

JURISDICTION & DISPUTE RESOLUTION:

The Courts at Bengaluru, Karnataka shall have exclusive jurisdiction to entertain any dispute in respect of the Contract.

Disputes, if any, between the Parties arising out of or in connection with this Agreement or any matters connected therewith, shall be discussed and amicably settled by the parties through Conciliation by subject experts appointed by BEML.

The unresolved disputes shall be referred to a sole Arbitrator to be appointed by BEML. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 and Rules framed there under, as may be amended from time to time. The courts at Bangalore alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English and venue shall be Bengaluru.

SEVERABILITY AND WAIVER:

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision.

NOTICES

All Notices and communications shall be sent to the following addresses of the Parties or any other address duly notified in writing from time-to-time by the parties:

BEML : The General Manager, BEML Limited
23/1, 4th Main, S.R Nagar
Bangalore – 560 027

Successful consultant : M/s _____
Office at _____



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

The Notices issued other than as above shall not be considered as effective notice.

ASSIGNMENT

The obligations under this Agreement shall not be assigned by either Party to any third party without prior written consent of the other Party.

AMENDMENT

No Amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

MISCELLANEOUS:

This agreement further witnesses that the Consultant is responsible for any accident or other compensation payable to the workers employed by and working under the control of the Consultant and that the Company SHALL HAVE no sort of liability in the matter, and that any payment would have to be made by BEML, the same shall be reimbursed by the Consultant or otherwise the same shall be recovered from the Bills payable to the Consultant.

The employees/agents of the Consultant in no case will be treated as the employees of BEML and there shall not be any master and servant relationship whatsoever between BEML and labor/employees being deployed by the Consultant for the Work. Further, discharging obligations under the Agreement by labor shall not be construed to believe that they are the employees of BEML and shall at all times be the employees of the Consultant only. The Consultant will be individually and entirely responsible for all and any liabilities in that regard.

All the agreements, letters, documents exchanged between parties, if any, have been merged with this agreement and shall have no effect from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

For BEML

for CONSULTANT

Witnesses:

Witnesses:

1.

1.



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

To be executed on a Non
judicial stamp paper of
appropriate value as per
State stamp laws

ANNEXURE -X

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

and

..... hereinafter referred to as “The Bidder/Consultant”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for the work of “Architecture, design & detailed consultancy services including project management services for establishment of greenfield project for aerospace manufacturing plant at SEZ (Special Economic Zone), Devanahalli, Bangalore.”. 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 Consultant(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any

material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder/ Consultant

- 1) The Bidder/ Consultant commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder/ Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder/ Consultant will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Fs, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder/ Consultant will not commit any offence under the relevant IPC/PC Act; further, the Bidder/ Consultant will not use improperly, for purposes of competition or personal gain, or pass on to others, any

information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder/ Consultant of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder/ Consultant 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/ Consultant. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure J-1**.
 - e. The Bidder/ Consultant will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder/ Consultant 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/ Consultant, 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/ Consultant from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder/ Consultant 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 Successful consultant liquidated damages of the contract value or the amount

equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidder/Consultant 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/Consultant 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 Bidder/Consultant /Sub-contractors

- 1) The Bidder/Consultant undertakes 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, consultant 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/Consultant / Subcontractor

If the Principal obtains knowledge of conduct of a Bidder, consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder, consultant 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 consultant as confidential. He reports to the CMD, BEML.

- 3) The Bidder/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful consultant. The Bidder/Consultant 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/Consultant/ Subcontractor 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 Bidder/Consultant. 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 Bidder/Consultant 12 months after the last payment under the contract, and for all other Bidder/Consultant 6 months after the contract has been awarded.



BEML LIMITED
 (A Government of India Undertaking)
 23/1, 4th Main Road,S R Nagar
 Bangalore - 560027

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 is at BEML Aerospace SEZ, Devanahalli, Bangalore and jurisdiction are 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 Bidder/Consultant 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/Consultant)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.

8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either



BEML LIMITED
(A Government of India Undertaking)
23/1, 4th Main Road, S R Nagar
Bangalore - 560027

- furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfill its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
 14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.