



**Tender Reference: 6300032437**

**TENDER DESCRIPTION: WORKS CONTRACT for COLLECTION, SEGREGATION and DISPOSAL of GARBAGE at BEML TOWNSHIP, OPD & KALAMANDIR for a period of TWO Years.**

**BEML LIMITED**  
**Bangalore Complex,**  
**New Thippasandra post,**  
**BANGALORE-560075**

(Regd. Office: No.23/1,4th Main, SR Nagar, Bangalore – 560 027)

**NOTICE INVITING TENDER (TENDER ENQUIRY)**

**TENDER Ref: 6300032437**

**Date: 01.05.2020**

To

Dear Sir(s),

Subject: **WORKS CONTRACT FOR COLLECTION, SEGREGATION AND DISPOSAL OF GARBAGE AT BEML TOWNSHIP, OPD & KALAMANDIR FOR A PERIOD OF TWO YEARS.**

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**SUBJECT: WORKS CONTRACT for COLLECTION, SEGREGATION and DISPOSAL of GARBAGE at BEML TOWNSHIP, OPD & KALAMANDIR for a period of TWO Years.**

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Mini ratna status and having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. One of the Production Units located in Bangalore, engaged in the production of Defence, Railway Equipments (hereinafter referred as "BEML") invites Tenders for the subject work as detailed below;

The details regarding Instructions for submission of Tender, Technical Bid, General terms & Conditions, Scope of Work, and Commercial Bid details etc are furnished below as per Index Sheet of this Tender Documents.

Key dates for Submission of Tender is given below.

Sl. No	Details	Important Date & Time
1.	Last date for submission of proof for EMD Paid document through E-mail.  Email ID's: <a href="mailto:rmm@beml.co.in">rmm@beml.co.in</a> / <a href="mailto:ponp2@beml.co.in">ponp2@beml.co.in</a>	<b>16.05.2020 up to 1400 Hrs.</b>
2.	Proof for EMD paid document received from the bidder's Verification/evaluation	<b>16.05.2020 @ 1400 Hrs onwards.</b>
3.	Last date for Submission of Technical Bid & Commercial Bid through E-mode.	<b>16.05.2020 up to 1400 Hrs.</b>
4.	Opening of Technical Bid through E-mode.	<b>16.05.2020 at 1500 Hrs.</b>
5.	Opening of Commercial Bid through E-mode	Commercial Bid will be opened later to technically accepted contractors/Bidders only.

This Tender is designated as "**WORKS CONTRACT for COLLECTION, SEGREGATION and DISPOSAL of GARBAGE at BEML TOWNSHIP, OPD & KALAMANDIR FOR A PERIOD OF TWO Years**".

This Tender is on **THREE-BID** system. Tender consists of

- 1) Pre-Qualification Bid- (Submission of EMD through online-SBI Collect).**
- 2) Technical Bid**
- 3) Commercial Bid**

**(i) Submission of Pre-Qualification Bid (i.e. EMD) is through online.**

**(ii) Submission of Technical Bid & Commercial Bid are through E-mode in BEML SRM portal.**

**INSTRUCTIONS FOR SUBMISSION OF THE TENDER:**

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

2. Tender documents are available in our website: <http://www.bemlindia.in> . The bidder/agency can download the tender document from <http://www.bemlindia.in> website. To download the tender documents, please visit [www.bemlindia.in](http://www.bemlindia.in) → suppliers → Tenders → Other Tenders link <http://www.bemlindia.in/viewtender.aspx> → Bangalore Complex → Tender ref.no. 6300032437.

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

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

Please note that, as per the directives from Ministry of Defence, **Class 3 Digital Signature is mandatory** for submission of bids in our E-Procurement SRM Portal system. BEML SRM Portal System **will not accept Class 1 or Class 2 Digital Signatures**. Please note that activation of the new Digital Signature certificate Token happens after 12.00 midnight from the Start date of the validity, i.e. the next date after the Start date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

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

In case of any queries related to Digital Signature Certificate or submission of bid in BEML E Procurement system/SRM portal, please contact BEML SRM Team on the number 080-22963269, 080-22963141 or contact through E-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

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

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

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

**1) INSTRUCTION FOR SUBMISSION OF PRE-QUALIFICATION BID (i.e. EMD):**

A) The bidder/contractor should submit Online EMD (Online EMD Paid document Proof) (or) Valid NSIC certificate/MSME certificate/ Udyog Aadhaar certificate etc for EMD waiver (Applicable for EMD waiver vendor only) as a Pre-Qualification bid through E-mail to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) on or before tender closing date & time.

B) As a part of Pre-Qualification Bid, the bidders/contractors need to furnish/submit EMD amount of - **Rs. 21,400/- (Rupees Twenty one Thousand Four Hundred only) on following mode**

Sl.No.	MODES of SUBMISSION of EMD
1.	<b>ONLINE EMD PAYMENT by using SBI COLLECT</b>

C) The bidder has to submit copy of Online EMD Paid document Proof as a Pre-Qualification bid through E-mail to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) on or before tender closing date & time. (or) EMD exempted bidders has to send Valid NSIC certificate/MSME certificate/ Udyog Aadhaar certificate etc for EMD waiver (Applicable for EMD waiver vendor only) as a Pre-Qualification bid through E-mail to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) on or before tender closing date & time.

Please indicate the subject of the Email as "Pre-Qualification Bid to Tender Ref: 6300032437 with Tender closing date – **WORKS CONTRACT FOR COLLECTION, SEGREGATION AND DISPOSAL OF GARBAGE AT BEML TOWNSHIP, OPD & KALAMANDIR FOR A PERIOD OF TWO YEARS**". Please note that, name and address of the tenderer should be indicated in the E-mail (i.e. signature portion)

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Please note that, the bidder should not submit any other details in the Email (i.e. other than Pre-Qualification Bid)

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

**E) EXEMPTION FOR PAYMENT OF EMD:**

(i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD.

(ii) Bidder/Contractor should submit valid MSME / NSIC / Udyog Aadhaar certificate or Certificate issued by Central Purchase Organization or the concerned Ministry or Department for EMD exemption. MSME / NSIC / Udyog Aadhaar certificate should be sent through Email to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) as part of Pre-Qualification Bid before the Tender closing Date & Time.

F) If Pre-Qualification Bid details is received from the bidder after the tender closing date & time, their BID will be rejected.

G) EMD of successful Bidder shall be converted into Security deposit. EMD of unsuccessful Bidder will be returned/refunded within reasonable time. **The EMD amount shall not carry any interest.**

H) The bidders who have submitted EMD, other than method which is specified in the tender, their BID will be liable for rejection. If the Bidder/Contractor submits insufficient EMD amount, their quotation will also will be liable for rejection. If the bidder has not submitted the Pre qualification bid, their offer is liable for rejection.

**I) PROCEDURE for Submission of EMD through ONLINE EMD PAYMENT by using SBI COLLECT:**

(i) Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.

(ii) Read the Disclaimer Clause and click on "**check box**" to proceed for payment against EMD and Click "**Proceed**".

(iii) In 'Select State' dropdown Option, Select "**All India**"

(iv) In 'Type of Corporate / Institution, select "**PSU-Public Sector undertaking**" and Click on the "**Go**" button.

(v) In PSU-Public Sector undertaking- Name dropdown, select "**BEML Limited Bangalore Complex**" and Click "**Submit**" Button.

(vi) In 'Select Payment Category', dropdown option, select "**EMD Tender Fee BEML Bangalore complex**"

(vii) Please fill the details in the page displayed

- a) Company Name
- b) Tender Number
- c) Type of Payment – dropdown – Select "**EMD**"
- d) Name of the Bank (for refund)
- e) Bank Branch (for refund)
- f) Account Holder Name
- g) IFSC code of the Branch
- h) Account Number for refund

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- i) Valid Mobile No
- j) Valid Email id
- k) EMD Amount
- l) Please write **Tender description in the Place** of "EMD TENDER FEE BEML BANGALORE COMPLEX"
- m) If required Remarks may be write in the Remarks Box.

**Further the following details also needs to be filled**

- a) Name
- b) Date of Birth/Incorporation
- c) Valid Mobile Number
- d) Email ID

(viii) Please check the correctness of all the details provided before proceeding further.

(ix) After filling up the above details in the page, Please click "**Submit**" Button.

(x) Verify all the details on the next page and click on "**Confirm**"

(xi) The page will display the various options for payments

(xii) Choose the desired option and makes the payment. You may also print the receipt online.

Please note that, for any transaction failure, please contact SBI customer care/Bank branch/your Bank with respect to failure of the transaction. BEML Ltd is not responsible for any transaction of failure.

**Screenshot of the Procedure (SBI Collect) is attached separately for reference purpose.**

**NOTE:**

**A)** In case of any help regarding navigation of the options while doing online EMD payment, the following BEML Helpline numbers may be contacted

- (i) (080) 25022660
- (ii) (080) 25022664

**B)** In case of Offline payment through Challans, EMD Payment has to be made to BEML Ltd to the Account Number given below and a copy of Payment Challan with Bank Seal to be submitted as part of "Pre qualification Bid" requirement for the particular Tender.

**Account Name: BHARAT EARTH MOVERS LTD**  
**Bank Name: SBI Overseas Branch, Bangalore**  
**Account Number: 38285180553**  
**IFSC Code : SBIN0006861**

**C)** "Proof of EMD payment" should be sent through Email to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) as part of Pre-qualification Bid before the Tender closing Date & Time.

**D)** EMD payment should be done before the Closing Date & Time of Tender as specified in the Tender Document and the proof of EMD Payment to be sent through Email to [rmm@beml.co.in](mailto:rmm@beml.co.in) / [ponp2@beml.co.in](mailto:ponp2@beml.co.in) before the closing Date & Time specified in the Tender. If EMD Payment is done after the Tender closing Date & Time, the offers are liable for rejection.

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**2) INSTRUCTION for SUBMISSION of TECHNICAL BID:**

2.1. The firm should submit their Technical Bid through E-mode in BEML SRM Portal only.

2.2. The following documents shall be uploaded in the Collaboration Folder (C-Folder-Technical Bid Folder) in BEML SRM portal as Technical Bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

- a) Documents sought in the eligibility criteria.
- b) Respective supporting documents which are specified/ sought in the Annexure-A-Technical Bid.
- c) Any other relevant documents as applicable.

2.3. The bidder should upload/submit respective supporting documents which are specified/sought in the Annexure-A-Technical Bid (Mandatory) in the SRM Portal as a Technical bid.

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

**3) INSTRUCTION for SUBMISSION of COMMERCIAL BID:**

3.1. All the Price bid details have to be submitted through **E-mode (Electronic mode) in SRM portal only.**

3.2. **Price Details:** Please quote the price details in the "Price Conditions" column **in SRM portal only** against the respective item. The price details **should not be given** in Technical bid. If firm wants to submit, any Price break up details/additional data for commercial terms, the same may be uploaded in "my note" in the **Commercial Bid** tab.

**If the firm has given any price details in the Technical bid, their offer is liable for rejection. Price details sent through Manual mode/Fax/E-mail mode will lead to rejection of the Bid.**

3.3. Commercial bids of only technically qualified Bidders will be opened after evaluation of the Technical Bids received.

**4. EVALUATION of BIDS:**

- a) Pre-Qualification documents (i.e. EMD) will be opened/verified first on the stipulated due date and time mentioned in the tender.
- b) Technical Bid will be opened only, if the bidder qualifies in Pre-Qualification stage. If all the documents are found to be in order as per Pre-Qualification criteria, Technical evaluation shall be carried out.
- c) Commercial Bids of only those bidders who are Technically qualified by BEML will be opened for further processing.
- d) BEML reserves its right to ask any clarifications or documents in connection with Technical Bid during Technical Evaluation Stage.
- e) BEML reserves its right to reject any incomplete Bid submitted.
- f) BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

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### **ELIGIBILITY CRITERIA**

Intending Bidder / firm who meets the following eligibility criteria may apply for the tender

- 1) The firm should have valid BBMP approved letter of Empanelment/registration certificate/ approval for collection & transportation & Processing/ disposal of Garbage (i.e. Garbage waste)
- 2) Work Experience of the Bidder/Contractor: The Contractor/Bidder should have experience of successfully completed similar works (i.e. Collection, Disposal of dry/wet waste) during last 07 years in any of the industries/PSU's/Government agencies/Other Places Etc. i.e. for the period on or after 01.05.2013
- 3) Statutory requirements: The contractor should have ESI & PF Code for their Own.

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### **ANNEXURE- A - TECHNICAL BID (MANDATORY)**

The Bidder has to upload/submit the following documents as a technical bid in the SRM Portal.

Sl. No.	Description	Details	Documents to be submitted by the bidder
			<p><b>(The Bidder has to upload/submit the following documents as a technical bid in the SRM Portal- ( C- Folder))</b></p>
1.	<b>BBMP approval for Disposal of Garbage Waste</b>	The firm should have valid BBMP approved letter of Empanelment/ registration certificate/ approval for collection & transportation & Processing/ disposal of Garbage (i.e. Garbage waste)	<p>The firm should enclose/upload for any of the documents in the SRM Portal.</p> <p><b>(i) Valid BBMP approved letter of Empanelment.</b></p> <p><b>(ii) Valid registration certificate</b></p> <p><b>(iii) Valid approval for collection &amp; transportation &amp; Processing of garbage</b></p> <p><b>(iv) Valid approval for disposal of Garbage (i.e. Garbage waste)</b></p>
2.	Work Experience of the Bidder/ Contractor	The Contractor/Bidder should have experience of successfully completed similar works (i.e. Collection, Disposal of dry/wet waste) during last 07 years in any of the industries/ PSU's/ Government agencies/Other Places Etc. i.e. for the period on or after 01.05.2013	<p><b>Copy of the following documents to be Submitted/uploaded in the SRM Portal.</b></p> <p><b>(i) The firm has to submit at least one Work order copy/Purchase order/Agreement copy.</b></p>
3.	<b>ESI Certificate</b> Details of the bidder/ Contractor	The Bidders should have <b>ESI code number obtained from Bangalore Region, Karnataka</b>	<p>Bidders are requested to upload/submit any of the following documents in the SRM Portal.</p> <p>(i) Copy of the ESI certificate <b>(OR)</b></p> <p>(ii) Letter issued by ESI Authority allotting ESI Number <b>(OR)</b></p> <p>(iii) Copy of Latest ESI Challan not older than 3 months from the tender date with bidder name and ESI Code.</p>

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4.	<b>EPF Certificate</b> Details of the Bidder/ Contractor	The Bidders should have <b>PF code number obtained from Bangalore Region, Karnataka</b>	Bidders are requested to upload/submit any of the following documents in the SRM Portal.  (i) Copy of the PF certificate <b>(OR)</b>  (ii) Letter issued by PF Authority allotting PF Code Number <b>(OR)</b>  (iii) Copy of Latest PF Challan not older than 3 months from the tender date with bidder name and PF Code.
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**IMPORTANT NOTE TO THE TECHNICAL BID:**

- 1.1) The bidder/contractor should upload/submit all the supporting documents which is sought in the Annexure-A in BEML SRM Portal as Technical Bid.
- 1.2) The price details/commercial bid details should not be given in Technical bid. If any of the Bidder/Contractor have given any price/commercial details in the Technical bid, their offer is liable for rejection and will not be considered.

I/We certify that to the best of my / our knowledge the particulars furnished above is true. If any of the above information furnished is found to be false or wrong, we understand and agree that the Contract will be terminated immediately and EMD amount & Security deposit (Bank Guarantee) will be forfeited at any stage of the Tendering / Contract.

Bidder/Contractor authorized Signature with company seal:

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## **ANNEXURE-B- SCOPE OF WORK AND TERMS & CONDITIONS**

### **SCOPE OF WORK**

1. Collection, segregation and Disposal of Garbage should be on Daily Basis at BEML Township consisting of 240 houses located in BEML Township area (Including Dust bins kept in some places) on all the 365 days in a year and on function day at kalamandira.
2. Collection, segregation and Disposal of Garbage from Township office and OPD (Medical Centre).
3. Collection, segregation and Disposal of Garbage from BEML Kalamandira on the day of function.
4. The contractor shall maintain a register and obtain certification daily from the Private Security Supervisor at OPD Gate and Kalamandira for carried out work and submit the same to Welfare office whenever called for.
5. The contractor is responsible for garbage free area in and around Township area and OPD.
6. The Contractor has to arrange to collect the waste in his own vehicle having all valid documents. The firm should bring suitable vehicle to carry the waste. The firm should bring his own personnel with all safety devices, other required equipments for lifting of the waste, transport and dispose the same away from the township premises in a place specified for the purpose by appropriate authority.
7. All accessories, tools, (if any) etc., for carrying out the work shall be at the cost of the Contractor.
8. Waste should not be disposed at any place other than place specified by municipal/BBMP authorities. Fine imposed if any by civic authorities for violation of rule will have to be borne by the Contractor.
9. The waste dumped subsequently need to be lifted on day to day basis without giving room for accumulation of the same at township area, OPD area and kalamandira on function day so as to avoid complaints from the neighbors as well as the authorities from State Pollution Control Board.

### **TERMS & CONDITIONS:**

1. Shifting of garbage is permitted between 6.00 am and 5.00 pm only on all days. The firm should ensure that no complaints are received by the Company from anybody/ agencies including Karnataka State Pollution Control Board Authorities.
2. The authorized representatives of the contractor will be issued with an ID card by the Company, cost of which should be borne by the Contractor. Such representatives should wear the ID card while carrying out the work within the township premises. BEML will not provide any other facilities like Canteen, Transport etc., to the representatives of the contractor.
3. Contractor to provide service as and when calls are received from our user department.
4. The firm should deploy any suitable vehicle to dispose the waste.
5. There should not be delay in service. Work execution is subject to acceptance by our user department.
6. The Contractor should provide Identification Badges to the personnel deployed for the collection & Disposal of garbage work. The contractor should furnish the Bio-data of the personnel in a prescribed format to our security Department for the purpose of identification and records.

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7. **PERIOD OF CONTRACT:** The period of contract shall be for Two years from the date of commencement. BEML reserves the right to extend the contract for further one year period with same prices, terms and conditions or short close the contract at any time at their discretion without assigning any reason what so ever.

8. Price is firm till completion of the order. Price increase is not allowed till completion of the contract.

9. Contractor should be in possession of PAN Card number to furnish the details to Accounts Department.

**10. ACCIDENTS INJURIES AND DAMAGES:**

10.1. From commencement till completion of the Work, the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims of injuries or damages to any person, which may arise during the progress of work.

10.2. BEML Limited is in no way responsible for eventualities, if any during the course of removal of garbage. The contractor has to make good of the entire expenses incurred towards, Medical, Payment of compensation, if any etc., to the labourers engaged by the contractor.

10.3. In the event of any accident/injury/disablement, the contractor shall arrange to pay the requisite compensation, legally payable to the concerned worker/dependents, and also absolve BEML in case of any claims arising thereafter.

**11. PAYMENT TERMS:**

(i) Monthly Payment will be made on 30<sup>th</sup> day for MSEs bidders and for other bidders Monthly Payment will be made on 60<sup>th</sup> days, after completion of monthly service & submission of the bills duly certified by user department. The contractor has to submit Log book on production of proof for disposal of garbage along with bills which shall be certified by user department.

(ii) Contractor has to submit monthly bills to "Welfare department", BEML Limited, Bangalore Complex along with necessary documents such as log book/register/production of proof for disposal of garbage with certification by private security supervisor.

**12. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:**

a) Successful tenderer shall furnish Security deposit for the fulfillment of the contract within 30 days of release of purchase order and security amount shall be to a value of 10% of contract value/PO value (i.e. Excluding tax). Such Security deposit shall not entail any interest payment on refund.

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

(i) The contractor shall deposit the amount, difference between the Earnest Money Deposit (i.e.EMD) and full Security Deposit (i.e. Difference Amount = 10% PO Value excluding GST – EMD amount) by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favour of BEML Limited. **(OR)**

(ii) The bidder has to execute a Bank Guarantee as a Security Deposit for an amount of 10 % of the PO value/Order value excluding GST Tax which should be valid up to 3 months after expiry/completion of contract Period (i.e 2 years + 3 Months-claim period). Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks). Successful bidder's EMD amount will be converted into Security Deposit and the EMD amount will be adjusted in the Bank guarantee amount. The successful bidder has to submit Bank guarantee for the remaining amount (ie. 10% PO value (Excluding tax) - EMD amount = Balance amount). **(OR)**

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(iii) Security Deposit amount (ie. 10% PO value (Excluding tax) - EMD amount = Balance amount) will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

Please note, in case EMD is exempted, those contractor has to submit security deposit to the amount of 10% of contract value/PO value (i.e. Excluding tax) at any of the methods stated above Clause No.12.

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

d) The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

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

### **13. REFUND OF SECURITY DEPOSIT:**

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

### **14. FORFEITURE OF SECURITY DEPOSIT:**

BEML Ltd shall be entitled to forfeit whole or any part of the security deposit for any breach of contract and also entitled to recover any sum due to it by the contractor.

Please note that, successful bidder fails to perform the work satisfactorily in any respect after award of contract will entail for forfeiture of security deposit.

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

15. The rate should be inclusive of Diesel price, driver charges, labour charges, lorry/vehicle charges etc. The contractor is requested to keep these factors while quoting the price.

### **Note:**

To know the scope of the work/any clarification in scope of work, if required it is suggested to the bidder to visit BEML Ltd, Bangalore Complex (or) contact user department (Welfare Dept) by taking prior appointment from end user department by calling telephone number: +91 80-25022685/25022679- Senior Manager- Welfare Department before Tender closing date & time.

**Tender Reference: 6300032437**

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**ANNEXURE-C- (INFORMATION & DECLARATION BY THE BIDDER)**

(The bidder has to submit duly filled & submit along with technical bid)

Sl. No	Particulars	Details (To be filled by the Bidder)
01.	<b>Name of the company and Address in full under which, the bidder is executing the contract</b>  (Please write the Name of the company & address in full under which the Bidder is executing the contract)	
02.	Name of the Contact Person & Designation: Telephone / Mobile number of the Bidder: Valid E-mail ID :  (Please write the Telephone/Mobile number & valid E-mail of the contact person)	
03.	Income Tax PAN Number  (Please write the PAN number of the Bidder/ Tenderer and submit the copy of PAN card)	PAN Number:
04.	Are you registered as a. Public Limited Company? b. Private Limited Company? c. Partnership Company? d. Proprietorship Company?  (Please enclose the Incorporation certificate or Registration certificate / partnership deed certificate/ Proprietorship company documents.	(Please write whether your firm is registered as public limited/private limited company/partnership company/ Proprietorship company)
05.	Bidder/Tenderers GST registration details  (Please write the GST Registration number)	GST Registration Number:  (Please write the GST Number of the Bidder/ Tenderer and submit the copy of GST certificate)
06.	Acceptance of Scope of Work, Tender terms & Conditions	<b>Accepted / Not Accepted</b> (Please put tick mark on the appropriate)
07.	Confirmation to submit Performance Bank guarantee as Security deposit, if the contract is awarded  (Please put a tick mark on "Yes / No")	<b>YES / NO</b> (Please put tick mark on the appropriate)
08.	SAC code details of this activity Please write SAC code	<b>SAC Code:</b>
09.	Kindly confirm, whether GST (tax) is Exempted (or) Not for this activity. If Tax is exempted, please provide the supporting documents for the same.	<b>Exempted / Not Exempted</b> (Please put tick mark on the appropriate)

I / We certify that to the best of my / our knowledge the particulars furnished above is true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized person.

Authorized Signature of the bidder with company seal:

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**ANNEXURE-D-TAX INDEMNITY CLAUSE DECLARATION**

(The bidder has to submit duly signed and submit along with technical bid)

- 1)The supplier of goods / services shall comply with all the procedural requirements and relevant provisions under GST Law so as enable BEML Limited (BEML) to avail input tax credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the supplier themselves and BEML shall not be liable to compensate the same.
- 2)The supplier shall ensure that the Taxes which have been collected / with – held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various tax laws in India and rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at is own cost and effort will get the short coming rectified. If for any reason the same I not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
- 3) Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier .Similarly, the benefits enjoyed by the supplier and other player in the supply chain are also required to be passed on the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The supplier shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
- 4) Any amount paid to the supplier including job-workers/sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/services.
- 5) Timely provisions of invoices /debit note/ credit note : The supplier has to timely provide invoice/debit note / credit note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (credit note, purchase returns, debit notes) shall be made before September of the succeeding financial year.
- 6) HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
- 7) BEML shall indentify the place of supply to enable to avail the GST credit at right location.
- 8) Advance payment if any made before supply of goods /services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the moment of goods.
- 9)Any known discount shall form part of terms of the agreement to enable supplier / BEML to claim tax adjustment.
- 10) THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an electronic reference number for each invoice should be provided. Further, the invoice for supplies shall clearly bear the GSTIN No./UID No. along with the purchase order No. and date accompanied by despatch advice and date of packing list.
- 11) Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the government of India.
- 12) Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall liable to discharge the same.
- 13) The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
- 14) Any liability arising out of dispute on the tax structure, computation, payment to the Government and filing of returns will be to the suppliers account.
- 15) Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of service".
- 16) The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
- 17) The Bid evaluation criteria will include but not limited to GST compliance rating when introduced and operational by GSTN. The purchase order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:  
Date:

for M/s.....  
**Bidder Signature with Name**

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**ANNEXURE- E**

**ACCEPTANCE of the TENDER TERMS & CONDITIONS –  
(DECLARATION FROM THE BIDDER)**

- 1) As a bidder, I/We have read and understood the scope of work, Special Terms & conditions, General Terms & Conditions and all other terms & conditions of the tender before submitting my/our tender for this work.
  
- 2) As a bidder, I/We agree to abide the scope of work, Special Terms & conditions, General Terms & Conditions and all other terms & conditions of the tender out-lined above and accepted all terms and conditions of the subject tender unconditionally.

Authorized Signature of the bidder: \_\_\_\_\_

Firm/Bidder Name: \_\_\_\_\_

Company seal of the Bidder: \_\_\_\_\_

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**ANNEXURE-F**  
**COMMERCIAL BID DETAILS**

**SUBJECT: WORKS CONTRACT for COLLECTION, SEGREGATION and DISPOSAL of GARBAGE at BEML TOWNSHIP, OPD & KALAMANDIR for a period of TWO Years.**

Sl. No	Description	Qty- Contract Period	Price - Rs.	Applicable Tax (in %)
1.	Collection, Segregation and Disposal of Garbage at Township area & OPD	730 Days for Two years	Please quote the " <b>Charges for Per Day</b> " against the respective item in the " <b>Price conditions column</b> " in SRM Portal only.  (Kindly do not write any Price details in this Sheet & in any of the Tender documents)	Please specify the applicable tax against the respective items in the " <b>Price conditions column</b> " in SRM Portal only.  (Kindly do not write any Price details in this Sheet & in any of the Tender documents)
2.	Collection, Segregation and Disposal of Garbage at BEML Kalamandira on day of Function	200 Days for Two years	Please quote the " <b>Charges for Per Day</b> " against the respective item in the " <b>Price conditions column</b> " in SRM Portal only.  (Kindly do not write any Price details in this Sheet & in any of the Tender documents)	Please specify the applicable tax against the respective items in the " <b>Price conditions column</b> " in SRM Portal only.  (Kindly do not write any Price details in this Sheet & in any of the Tender documents)

After going through & understood the all terms & conditions, scope of the work specified in the tender (as per BEML requirement), I / we have quoted the price in **SRM portal only**.

**IMPORTANT NOTE:**

1. Kindly do not write any Price details in this Sheet & in any of the Tender documents.
2. All the Price bid details have to be submitted through E-mode (Electronic mode) in **SRM portal only**.
3. Please quote the price details in 'Price Conditions' column in SRM portal only against the respective item.
4. Bidder has to forward their quote in detail like Basic Price, Applicable tax (separately) in the SRM Portal only. **Kindly specify the applicable taxes clearly in your quotation.**
5. All the above activities to be carried out by one firm only.
6. The bidder/firm must to quote for all the activities which are specified in the RFX. If the bidder has not quoted for any of the activities, their quote will not be considered.
7. Competitiveness (L-1 Status) of the quote/bid will be arrived based on the combined together value (i.e. lowest total value) of all the activities specified in the RFX and quoted by the bidder.

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### **GENERAL TERMS & CONDITIONS (GTC)**

#### **DEFINITIONS & INTERPRETATIONS:**

1. The Purchaser' means "(include BEML Limited, Division address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
2. Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
3. Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
4. Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
5. Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
6. Purchase Orders/Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent/letter of award, the general terms and conditions of Purchase Order/contract, special conditions of Purchase Order/contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
7. Stores/Materials/Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
8. Words in singular include the plural & vice-versa.
9. Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
10. The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

#### **TERMS & CONDITIONS:**

1. This tender form is not transferable under any circumstance.
2. BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender. BEML reserves the rights to:
  - I. Accept or reject any or all proposals.
  - II. Waive any anomalies in proposals through an addendum.
  - III. Modify or cancel the RfX/Tender Enquiry
3. The Bid invitation / Notice Inviting Tender is not an offer or a contract.
4. Proposals become BEML's property.

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5. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
6. BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
7. BEML Ltd's decision is final for evaluation of the offers.
8. The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
9. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
10. The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
11. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
12. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
13. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract/Order. BEML's decision on any matter regarding short listing of bidders shall be final.
14. BEML reserves its right to reject any incomplete bid submitted.
15. If sister concern exists then only one bidder to participate.
16. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
17. Late offers are liable for rejection.
18. Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.

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19. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.

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

21. The work should be executed as per the scope of work mentioned in RFx /Tender Enquiry. If any deviation, please specify the same clearly in your Technical bid and if any quotation without meeting our requirement is liable for rejection.

22. The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted to BEML Limited, Bangalore Complex within stipulated time (Number days will be indicated in the BEML request E-mail/Letter) if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

23. Bidders/agency is requested to put the page numbers in all the documents which are uploaded in the SRM portal.

24. No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).

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

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

27. In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.

28. The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.

29. The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

**30. PUBLIC PROCUREMENT – PREFERENCE to MAKE IN INDIA POLICY:** The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No. **P-45021/2/2017-**

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**B-E-II dt 15<sup>th</sup> June 2017.** The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>

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

**32. TAX CONDITIONS:** TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.

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

34. GST-Anti-Profiteering measure: Section 171 (1) any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. As per above section of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

35. All relevant GST registration and documentation through online to be complied with.

**36. LIQUIDATED DAMAGES (LD) CLAUSE:** The time and date of execution of work stipulated in the purchase order shall be deemed to be essence of the work and execution of work must be completed not later than the time specified therein specified in the terms & conditions of the tender/Order.

For Non-clearance of waste on any day at Township area, OPD and on function day of Kalamandira, the penalty will be imposed at 0.5 % per day to a maximum of 5% amount will be deducted from the monthly bill submitted by the firm certified by user department (Welfare department)

BEML Ltd reserves right to cancel the contract at anytime without giving notice and /or reasons for such cancellation.

**37. ACCEPTANCE OF ORDER:** The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

**38. PRICE & INVOICING:** The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

**39. SECURITY:**

a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b) BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

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

**41. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:** The supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

**42. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to subcontract the service or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract. Any contravention of this conditions shall entitle BEML to rescind the contract and shall also render the bidders liable for payment to BEML in respect of any loss or damage arising out of or ensuring from such sub letting or rescinding of contract

**43. WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT:** The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the Work". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

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

**45. FALL CLAUSE:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO. If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.

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**46. RISK PURCHASE CLAUSE:** In case of non-performance in the PO, Risk Purchase will be initiated. BEML will take alternative procurement action/execution of work at your risks and cost apart from levying liquidated damages as deemed fit.

**47. PURCHASE ORDER CANCELLATION CLAUSE:**

a) In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving 15 days notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

b) If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.

c) For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.

(i) The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.

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

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

(iv) There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.

(v) BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit (i.e. Bank Guarantee) of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

**48. INTELLECTUAL PROPERTY RIGHTS; LICENSES:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

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

**50. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

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

**b) Commitment by the Contractor:** The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the

**Tender Reference: 6300032437**

**TENDER DESCRIPTION: WORKS CONTRACT for COLLECTION, SEGREGATION and DISPOSAL of GARBAGE at BEML TOWNSHIP, OPD & KALAMANDIR for a period of TWO Years.**

Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

**51. TERMINATION:** In the event of any breach by the bidders of any condition herein or in General terms & conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the Part of his employees, BEML shall be entitled to terminate agreement/PO forthwith without giving any notice.

**52. BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

**53. APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

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

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

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

**57. FORCE MAJEURE CLAUSE:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a `Force Majeure` conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed.