



BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
REGIONAL OFFICE, BEML LIMITED,
35/1-A, Taratala Road, Kolkata, West Bengal - 700088.

BEML/MKC/Admn/TCLs & Security/ 2020-22

29.05.2020

TENDER ENQUIRY (6300032765)

Sub : Contract for Supply of TCLs & Security manpower at REGIONAL OFFICE, BEML LIMITED, 35/1-A, TARATALA Road and for KMRCL Project at Kolkata.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defense, having its REGIONAL OFFICE, BEML LIMITED, 35/1-A, TARATALA Road, KOLKATA, WEST BENGAL - 700088. intends to tender for providing Loading Unloading (Unskilled work), Skilled/Clerical, Highly Skilled/Security Supervisor & Skilled / Security Guard etc. work at the Premises of BEML Limited, 35/1-A, TARATALA Road KOLKATA, WEST BENGAL.

In this connection, BEML LIMITED invites offers in two bid open tender system (through e-mode) for initial period of 02 years as per the following man power requirement

<i>SL. No.</i>	<i>Category</i>	<i>No. of Contract personnel (tentative qty)</i>
1	<i>Unskilled Labours</i>	9
2	<i>Skilled/Clerical</i>	7
3	<i>Security Guards</i>	9
4	<i>Highly Skilled (Security Supervisor)</i>	1

Any additional requirement of the personnel at short notice, for a short period, should also be provided by the agency at the contract rates finalized.

Please quote your lowest charges in BEML SRM system to provide the services as above as per the commercial format as provided at SRM system (Item Data – Commercial bid) and your offer should be valid for 3 months from the date of closing of this tender.

To know the scope of the work, it is suggested the interested / eligible bidders to visit our office by taking prior appointment by calling telephone No 033-2401 5287 or 9470170247 before closing date for submission of your offer. The closing date for this tender is 08.06.2020.

The service providers have to submit their quotation in two parts. Viz. Part A- Technical Bid & Part B – Commercial Bid .

- 1) Technical bid (Part A) :** In the technical bid, bidder shall upload the following documents in SRM Collaboration Folder in the system.

- a) Documents with respect to experience certificates, financial turnover, PF & ESI code Numbers , registration no. for GST etc. and all other relevant documents /details as specified in Pre-qualification bid at Annexure A.
- b) Filled in /signed document of Annex-B
- c) Scanned copies of Demand Drafts / Banker Cheque or proof of Online Transfer for Rs 4,00,000/- (Rupees Four lakhs only) towards EMD in favor of “ BEML Ltd” payable at Kolkata.

EMD can be paid online or can be submitted in the form of Demand Draft / Banker’s Cheque.

Online Payment of EMD amount can be made in our Bank account details below:

A/C no.- 00000010959186252

NAME: BHARAT EARTH MOVERS LTD.

BRANCH: TARATALA INDUSTRIAL ESTATE (07026)

IFS CODE: SBIN0007026

- d) Any other general information relevant to above.

Bids submitted without proper EMD will be rejected.

EMDs of unsuccessful agencies will be returned with out any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit.

Tender fee is non-refundable.

Please ensure that No price details (Agency/ service Charges) are entered in technical documents uploaded in the Collaboration Folder (or) in the envelop containing DDs towards EMD.

- 2) Commercial Bid (Part B): Quote at SRM system should contain details of Service Charges only (Agency charges /commission) on per head per day basis as below.

All statutory payments including Central Minimum Wages, Employer’s contribution towards PF, ESI, Annual Bonus, Gratuity, GST etc. shall be made good by BEML. The service provider/contractor should also comply with all Terms & Conditions of the Tender especially listed at Annex- C & D.

The agency commission shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages which shall be made good by BEML on submission of copy of Government notification as proof.

Rate quoted shall be exclusively for the Service Charges for Supply of each personnel per day.

NOTE: The contract personnel deployed by the contractor shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER’S CONTRIBUTION TOWARDS ESI/PF/BONUS/LEAVE WITH WAGES, NATIONAL HOLIDAY WAGES ETC, SHALL BE MADE GOOD BY BEML Ltd. Whenever Management offers any rise in minimum wages as per Government notifications, bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on intimation by the Management and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be paid for such disbursements and for payment of Bonus etc. if any. All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per Contract

Labourers. The no. of persons indicated above may vary i.e. either increase or decrease during the period of contract. THE CONTRACTOR MAY QUOTE "SERVICE CHARGES" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS & CONDITIONS.

Original DDs/ Banker Cheque/ Proof of Online transfer towards EMD shall be sealed in a cover superscribing " EMD for Bid Invitation No **6300032765.** " and shall be dropped at the below mentioned address before closing date of this tender. i.e. on or before *2:00 pm of 08.06.2020*. Envelopes received / offers submitted after the due date/time shall not be accepted and BEML reserves the right to accept or reject any bid without assigning any reason thereof.

BEML Limited,
REGIONAL OFFICE, ,
35/1-A, TARATALA Road,
KOLKATA,
WEST BENGAL - 700088.

Technical Bids (Part A) will be opened on 3.00 PM of 08.06.2020 in presence of available/ eligible bidders who wish to be present and the Commercial bids (Part-B) of the Technically qualified offers will only be opened subsequently at a later date.

*NOTE: To participate in this e- tender Valid Class **3 organizational** digital signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system 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.*

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

Thanking you,

Yours Faithfully,

for BEML LIMITED,

Regional Manager
Regional Office Kolkata

Procedure & Document required for Bid pertaining Contract for Supply of TCLs & Security manpower

SL NO	Bid Stage	Envelop/ Attachment	Document has to submit	Last date of Submission	Date of Opening	mode	Address to	Remarks
1	Pre qualification BID	Envelope	1. Physical EMD in form of Demand Draft /Banker's cheque/Online payment receipt 2. Duly signed Integrity Pact	8/6/2020 @ 14.00 Hrs	8/6/2020 @ 14.00 Hrs	Manual	To The Manager(HR) BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for all bidder
2	Technical BID	Upload to SRM Platform	Duly signed & sealed NIT & Filled Annexure	8/6/2020 @ 14.00 Hrs	8/6/2020 @ 15.00 Hrs	E-Mode	NA	Will be opened for only pre-qualified bidder
3	Price Bid	NA	To be Filled in Item data Tab	8/6/2020 @ 14.00 Hrs	After technical qualification processed	E-Mode	NA	Will be opened for only technically qualified bidder all bidder

SUBJECT: Contract for supply of Tentatively - 09 nos. Unskilled Labour, 07 nos. Skilled/Clerical Labour & 1 no. Highly Skilled / Security supervisor & 09 no. Security guard. at our REGIONAL OFFICE, BEML LIMITED, 35/1-A, TARATALA Road, KOLKATA, WEST BENGAL - 700088

CREDENTIALS i.e. EXPERIENCE / FINANCIAL STATUS etc. for PRE-QUALIFICATION BID

Intending Tenderer who meets the following eligibility criteria may submit their offer by uploading the following documents in Collaboration folder as a part of Technical Bid.(Refer Tender document)

1	FINANCIAL TURNOVER <u>(copies of last 3 years Audited Balance sheets incl. Profit and Loss account statements to be Attached)</u>	Agency should have not less than <u>RS. 3 CRORE</u> of average turnover for the last 3 years
2	WORK EXPERIENCE <u>(copy of the records towards experience should be enclosed to establish minimum 05 years experience)</u>	i) The agency should be in the SIMILAR KIND OF contract/business at least for the past 05 (FIVE) years. ii) At least one Regional/Branch/Head Office of the agency should be located in Kolkata. The successful agency shall have to position a liaison officer at Kolkata for the complete contract period for complete fulfillment of the contractual obligation round the clock. iii) The agency should be currently at least <u>03</u> running contracts providing similar services <u>in large Industrial organizations/ PSU establishments.</u>
3	Description of Work	Presently for Providing of Tentatively 09 nos. unskilled labour, 07 nos. skilled/clerical labour & 1 no. highly skilled / security supervisor & 09 no. security guard. at our REGIONAL OFFICE, BEML LIMITED, 35/1-A, TARATALA Road, KOLKATA, WEST BENGAL - 700088 However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the same service charge & applicable statutory rate within 15 days of placement of PO for the same by BEML. BEML also reserves the right to decrease / increase the No. of personnel at any point of time and the decision of BEML in this regard is final.
4	Other Documents	The tenderers shall submit the copies of <u>Income tax returns filed</u> for the last 3 years. The successful Bidder has to carry out Police Verification of all the personnel deployed at their cost. <u>A certificate/undertaking duly signed by the Managing Director/Proprietor to this effect that "All personnel to be verified by the Police Authorities" should be submitted along with their Technical Bids.</u>

5	Statutory requirements	The tenderers must have ESI & PF code of their own and fulfill all statutory requirements as applicable to Contract Labourers. Those firms not having ESI & PF codes must obtain the same within 15 days of receipt of LOI/work order if successful. <i>A letter of undertaking should be submitted to this extent before receiving work order.</i>
6	EMD / Tender fee	Scanned copies of <u>DDs for EMD amount Rs. 4,00,000/- (Rupees Four Lakhs only)</u> in favour of BEML Ltd, payable at Kolkata shall be uploaded in the collaboration folder. Original DDs shall reach us before closing date /time of Tender <u>.(i.e. before 2.00 PM of 09.06.2020)</u>
7	Desirable	ISO 9001 certification
8	Questionnaire	Annexure-B, to be filled and uploaded along with this Annexure A (Pre-qualification bid) failing which bid will not be considered. BEML RESERVES THE RIGHT TO SEEK ANY CLARIFICATION OR DOCUMENTS IN CONNECTION WITH ELIGIBILITY CRITERIA AT ANY POINT OF TIME.

Signature of the Tenderer with Seal

QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST OUR TENDER -**(To be filled in, seal and signed by the tenderer and upload in collaboration folder)**

01.	Name in full under which the tenderer is executing the contract	
02.	Address of Registered Office and official premises at Kolkata.	
03.	Address of official premises at other places, if any .	
04.	Telephone /Mob No : E-mail :	
05.	Are you registered as a) Public Limited Company? b) Private Limited Company? c) Partnership concern? d) Proprietorship concern (Connected Documents to be uploaded)	
06.	Attach Valid Registration copy of the Firm to engage Contract Labour. (please indicate reference / No.)	
07.	Attach latest Income tax returns for 3 years	
08	Address and Contact details of the partner / proprietors of the tenderer's firm / concern and as to Director, Managing Director as the case may be	
09	Indicate your Valid ESI code No. (Attach copy)(See para 6 of Pre-qualifying bid)	
10.	Indicate your Valid EPF code No. obtained (Attach copy)(See para 6 of Pre-qualifying bid)	
11.	Nature of other contract handled in any other firm with details regarding No. of	

	Labourers, period etc,	
12.	Details of works carried out for the past three years (Attach certificates)	
13.	Whether you have all India presence (YES/NO)	
14.	Since how long are you supplying Contract Personnel? (Attach Registration Certificate as proof)	
15.	How many labourers you have in your contract at present?	
16.	Have you covered all your workmen under ESI Act?	
17.	Have you covered all your workmen under PF Act & EP scheme?	
18.	Enclose details of the companies / undertakings where you have undertaken contracts (Also mention the period of your association / contract with them) from the inception of your firm	
19.	Indicate ISO 9001 or similar certificates with date of expiry, if any.	
20.	Indicate Two references	1: 2:

I / We certify that to the best of my / our knowledge the particulars furnished above is true.

I / We hereby certify that all the terms and condition of this tender is unconditionally accepted.

PLACE :

DATE :

SIGNATURE / SEAL OF THE TENDERER

SPECIAL TERMS AND CONDITIONS

01. The contractor has to engage trained/experienced contract personnel per day to carry out the loading unloading (Unskilled work), sanitary, security services, Skilled, Highly Skilled & clerical services. **However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the applicable statutory rate and same service charge within 15 days of placement of PO for the same by BEML.**
02. The payment of Minimum Wages (Central) to the Contract labourers has to be made on or before 7th day of every month by the Contractor. The present central wages for category A city as applicable to **Kolkata** are to be indicated below:

Sl. No.	Description	Present Central Minimum Wages			
		Skilled / Clerical	Unskilled	Security Supervisor	Security Guards (Skilled Category)
01	Basic + VDA				
02	Total Wages per day.				

However, all statutory payments/deductions/remittances are to be effected as applicable and as amended from time to time.

03. The Successful bidder has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.
- A. After releasing payment to the labourers / Personnel, the contractor will submit his claim.
- B. Contractor shall engage labourers after covering them under ESI Act. Labour without ESI coverage will not be allowed to enter the Company premises and the contractor shall be held responsible for lapses, if any in this regard.
- C. Contractor has to ensure that the personnel deployed with BEML shall not be working for other firms during their leisure shifts.
- D. Whenever Management offers any increase in wages / allowances / bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be given for such disbursement.
04. The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National and Festival Holidays, Leave with wages etc. as applicable will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user dept. Such liabilities should be borne by the contractor in accordance with statutory requirements as well as Managements instructions initially and the expenditure incurred by the contractor towards above said liabilities will be reimbursed by the Company subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for entire payment.
05. The contractor should also make payment of minimum bonus, if any, as applicable under Payment of Bonus Act every year under prior intimation to BEML.
06. The statutory payment like ESI, PF, EDLI etc., have to be made every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and to the concerned officer.

07. The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted.
08. Normal office working hours will be from 9.30 Hrs to 17.30 Hrs. However, the shift timings are subject to change and the contractor has to provide manpower as may be required by BEML from time to time.
09. ACCIDENTS INJURIES AND DAMAGES : 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 course of work.
10. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time as applicable. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor including Security Deposit and remit the same to the authorities concerned such payment shall be binding on the contractor.
 - a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A) 1970 Act etc should be produced to the concerned official every month.
 - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer of company.
11. The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month and under no circumstances personnel.
12. Contractor should provide following or any other required documents forms from time to time under Contract Labour (R&A)-1970
 1. Register of Wages in Form XVII.
 2. Muster Roll in Form XVI.
 3. Register of Deduction in Form XX.
 - 4 Half yearly return in Form XXIV.
 5. Muster rolls in Form No XXII
 6. Attendance Register in Form No VII
 7. Wage Slips in Form XIX etc.....
13. The work is not carried out satisfactorily, the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.
14. The Company reserves the right to extend the term of the contract or to short close the contract at any time without assigning any reasons at the discretion of our Management.

15. All the personnel as deployed shall have photo identity cards issued by the contractors which should be produced while on duty for identification.
16. Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/ inspecting authorities.
17. All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
18. The labors employed for executing the work in this contract shall be healthy and able bodied person, capable of doing the work for which their services are indented. They shall be over 18 years and below 60 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company. Any damage or loss caused to the property or what so ever by the contractor or the personnel deployed shall be met by the Contractor.
19. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors 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 contractors and at it option also be entailed to terminate the contract.
20. The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, **the contractor shall take 'Employees Compensation Policy or Contractors all risk coverage policy (CAR POLICY)'** to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.
21. The contractor shall provide manpower as required on all working days / Sundays / holidays for carrying out the services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work. The entry badges will be issued only to the number of labors specified.
22. The contractor shall arrange for his Security Personnel to work in the three shifts, the timings for which will be indicated by the Company from time to time.
23. The contractor shall make his own arrangement for Transportation of his labors TO & FRO Office.
24. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, BEML, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at **Kolkata** shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
25. **Service Charges includes Indirect labour expenses, viz., accessories required for Labourers & security personnel i.e safety shoes as per nature of work engaged in , Mask, socks, uniform, cap, belt, whistle, Name plates, Lathi, Torch, Rain coat & Jersy (if required), and hand globes, helmet (as per nature of work engaged in) and other safety appliances etc., as applicable to workers deployed in sufficient quantity. The contractor shall make available sufficient safety appliances all the time. Complete Safety and Security of the personnel deployed shall be the sole responsibility of the contractor and the contractor has to provide all safety appliances to the personnel deployed. In case of any lapses noticed, BEML reserves the right to impose penalty @ Rs. 500/- per case or at the discretion of BEML subject to maximum deduction of 10% of the running Bill. BEML also reserves the**

right to provide the safety appliance in case the same is not provided by the contractor and recover the amount from the contractor's Bill and also impose penalty at the discretion of BEML subject to maximum deduction of 10% of the running Bill.

- a. **Identity Cards to the Personnel if any.**
 - b. **Obtaining Employees Workmen Compensation policy or CAR POLICY.**
26. The security personnel deployed by the Agency shall be on duty for eight hours a day and it shall also be ensured that the next personnel take over charge from the duty guard after his duty of eight hours. The security personnel posted during any particular shift shall be relieved by the next shift duty personnel, and till then they will remain at their duty points. However, if any personnel are absent from duty, the amount will be recovered proportionately from Agency's bill.
 27. The deployment of all the personnel shall be at the discretion of BEML and the decision of BEML in this regard is final and binding on the contractor. In case BEML wants to deploy any contract personnel outside Kolkata or intends to send for some specific training, the contractor shall do all necessary arrangements for such deployment and expenses incurred for such deployment like Travel Expense etc. may be claimed in the monthly Bill. However, reimbursement of such expenses shall be at the discretion of BEML which is final binding.
 28. The Agency shall ensure perfect discipline and behavior and diligent performance duties by the personnel, who shall not in any manner cause any interference, annoyance, nuisance to other officiating incharge.
 29. For occurrence of any incidence like theft, pilferage, etc owing to gross negligence for the assessed loss, damage, if any, caused thereby. Agency shall have to take appropriate action with the police as required under laws.
 30. The personnel provided by the Agency will not have any Request/Claim for any sort of employment or otherwise, either temporary or permanent with the Company. In the event of any employment injury or accident occurring to any of the personnel engaged by the Agency, the liability for payment of any compensation or damages will be that of the Agency alone and the Company shall be no way be liable for such payment of compensation/damages
31. The nature of the works to be performed by the Agency are mainly of Security Services & Unskilled & Skilled nature of Job which mean and include the jobs like :-
 - Round – the – clock security at the premises.
 - Checking of incoming & outgoing vehicles.
 - Maintaining Register for vehicle movements.
 - Maintaining Gate Passes.
 - Maintaining Register for Visitors.
 - Frisking
 - Locking and Sealing of Gates and doors.
 - Any other jobs assigned from time to time
 - **Clerical Job- For Skilled category**
32. Working hours (subject to change from time to time)
I Shift : 06:00 Hrs to 14:00 Hrs

II Shift : 14:00 Hrs to 22:00 Hrs
III Shift : 22:00 Hrs to 06:00 Hrs

Deployment of contract workers are to be effected as per BEML's requirement only. BEML reserves the right to allocate duties either in above shifts or in General shifts with different working hours in respect of Supervisors/Guards as per companies requirement. Total wages for 9(Nine) security guards presently will be paid by BEML. It will be the sole responsibility of the agency to have sufficient relievers to work efficiently 365/366 days round the clock.

33. ACCIDENTS INJURIES AND DAMAGES : 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 course of work.
 34. The contractor shall employ security personnel to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of the Company. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act - 1970, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act -1965 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.
 - a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A)-1970 Act etc should be produced to the office every month.
 - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer concerned of company.
 35. The Successful bidder should arrange Security personnel for entire office premises including stock yard etc.
 36. The Successful bidder shall arrange to safe guard the materials & the properties of the company by posting security personnel in such a manner and such points so as to ensure full security cover of the premises /property.
 37. The Successful bidder will arrange for surprise inspection of the entire premises to ensure that the Guards are alert at all times . The company reserves the right to depute its own inspection staff to conduct surprise check.
 38. The successful bidder should supply his security personnel throughout the year in all shifts 24/7 and they shall not be engaged for more than 8 hours duty in a given day.
1. The services shall inter-alia cover the following specific aspects :-
 - (i) Security including protection of premises /company property/personal security of company employees in the premises & avoiding nuisances in the company premises.
 - (ii) Prevention /protection of the materials from theft & fire.
 - (iii) Maintenance of law & order and discipline in the premises. Ensure that un-authorized persons do not enter the premises.

2. The Security personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. **They shall be over 18 years (preferably below 45 years) and medically fit for doing work**, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons
39. The contractor shall submit bills after satisfactory completion of the work and after payment of wages etc. to the BEML office duly coordinated by the officer of company. If any remarks regarding the non performance etc., proportionate deduction will be effected from the Bills.
40. Penalty will be imposed on the service provider /agency for non-performance including forfeiture of the Bank Guarantee/Security Deposit at the discretion of BEML only. Apart from this, if the services are found to be unsatisfactory, BEML management has every right to short close the contract with or without giving notice and award the whole or part of the contract to any other contractor at its discretion at any point of time. BEML also reserves the right to cancel the tender at any point of time without assigning any reason whatsoever.

Signature of the Tenderer with Seal

I. TERMS AND CONDITIONS

1. The Successful Bidder or his authorized representative should visit the posted places of his personnel at-least once in a day and meet the concerned to give/get feedback/report/review the performance of the work.
2. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.
3. The Bidder 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 specifications in accordance with the Indian standards. The Bidder must visit the site i.e Plant before offering his unit rates for better understanding the requirement.
4. The Bidder shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
5. Late tenders and conditional tenders are liable for rejection. BEML reserves the right to cancel the tender at any point of time with/without assigning any reason whatsoever. BEML also reserves the right to cancel the whole or part of the contract at any point of time and award the contract, whole or part, to any other contractor at its discretion and BEML's decision in this regard shall be final and binding. The contractor shall not be eligible for any claim / damage / loses, if any and BEML's Management shall be the only deciding Authority in this regard.
6. Quotations without the EMD or insufficient EMD will be rejected out rightly and such bidders will not be allowed to participate in the tender opening for what so ever reason.
7. The agency shall provide all personnel within the age of 18-60 Years (Preferably within 45 years). The agency is required to provide all safety appliances to their deployed manpower without fail and shall be solely responsible for safety of their personnel and will indemnify BEML for any lapses/loses arising out of the same. Rotation of security personnel may be done on periodical basis at least once in three months. Change every month will be preferred.
8. Appropriate penalty as may be decided by BEML Limited, will be levied for non-performance of personnel engaged by the agency & on the basis of complaints, the amount so levied as penalty will be deducted out of agency's corresponding monthly bill.

9 PERIOD OF CONTRACT:

The period of contract shall be for **TWO YEAR** from the date of commencement as per the work order, with an option for the company to extend for a further period of Two Years or part thereof on the same terms and conditions with the mutual consent of the contractor. Notwithstanding anything contained herein the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.

- 10 Contractor shall employ Contract Labourers only who are covered under ESI. Contract Labourers without ESI registration will not be allowed to enter the premises of the factory and to carryout any work.
- 11 The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc.,

- 12 The extension of ESI & PF benefits to the contract labour of the contractor will be available only during the contract period. After the contract period is completed contract laborers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.
- 13 The contractor shall maintain all registers, returns and records required for the payment made towards ESI/PF & EPS, payment of wages , minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called for by the company or by the Inspecting Authorities.
- 14 The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.
- 15 **UNIFORM:** The Contractor shall issue two sets of uniform including one pair shoes/ ID cards per year per personnel engaged on the work within ONE MONTH from the date of acceptance letter first year and another two sets of uniform during 13th month of issue of Acceptance for 2nd year. Non supply of uniform amounts to violation of contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.
- 16 The Successful bidder will post adequate no of personnel with related accessories and also arrange for surprise inspection of the entire premises to ensure that the Guards are alert at all times . The company reserves the right to depute its own inspection staff to conduct surprise check.
- 17 The Successful bidder shall engage its permanent security personnel with industrial security background preferably ex-servicemen in the age group of 25 to 45 years. Rotation of security personnel may be done on periodical basis at least once in three months.
- 18 **SECURITY DEPOSIT:** The Successful bidder have to submit a DD towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to **one month's bill** amount which is required to be valid up to 6 months after completion of contract Period. Security Deposit is mandatory and is required to be paid in the form of DD/Bank Guarantee only within one month of the awarding of contract / submission of 1st Monthly Bill. In case the contractor fails to submit the Security Deposit, BEML reserves the right to cancel whole or part of the tender/contract and award to any other contractor at its discretion. The Security Deposit shall be forfeited/adjusted by BEML for non-performance on the part of the contractor and BEML's decision in this regard shall be final and binding.

The DD shall be made on BEML Ltd., payable at Kolkata. In case of Bank Guarantee, the same shall be submitted from any **Public Sector bank** in the standard format with prior approval of BEML.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

SIGNATURE /SEAL OF TENDERER

II. General Terms & Conditions:

(‘Purchaser’ refers to BEML and ‘Supplier’ refers to ‘Service Provider/Agency/successful bidder’ under this General Terms & Conditions)

(i) ARBITRATION :

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

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

Courts at Kolkata shall alone have sole jurisdiction to decide any issue arising out of the Arbitration.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Company nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Company or the Contractor. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Contractor or the acts on which the Company 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 Contractor along with supporting evidence and so granted by the Company for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, BEML shall be the only deciding authority in this regard and the decision of BEML shall be final and binding. BEML shall reserve the right to cancel the order/ Contract, wholly or partly, and make alternative arrangements including arrangements with third party for completion of contract and other schedules.

APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

(iii) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

(iv) BRIBES AND GIFTS

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

(v) JURISDICTION

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

(vi) 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.

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

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

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

(viii) **DURING ARBITRATION**

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

(ix) **PROGRESS REPORT:**

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

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

Purchaser(Company) may vary the contracted scope. If the supplier(Contractor) 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.

(xi) **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.

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

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

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

Commitment by Purchaser(Company):

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

Commitment by the Contractor:

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

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

**Thanking you,
For BEML Limited**

Regional Manager

SPECIFIC TERMS & CONDITIONS

1. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of woman at Workplace (Prevention, prohibition and Redressal) Act, 2013, Mines Act, 1957 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 performing the obligations under this agreement.
2. Contractor shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/Inspecting Authorities, which includes :
 - a) Register of workmen employed by Contractor in Form XIII.
 - b) Employment Card in Form XIV.
 - c) Muster Roll in Form XVI.
 - d) Register of Wages in Form XVII.
 - e) Wage Slips in Form XIX
 - f) Register of Deductions for Damage of Loss IN Form XX.
 - g) Register of Fines in Form XXI.
 - h) Register of Advances in Form XXII.
 - i) Register of Overtime in Form XXIII.
 - j) Any other relevant registers under various legislations including **Form 22** (Muster roll) under Payment of Wages Act, **Form 7** (Register of Contributions) under ESI Act, etc.
3. Contractor has obtained/shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.
4. Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments, BEML, as principal employer, shall have the right to make the payment on behalf of the contractor and deduct such amounts alongwith cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.

The Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF & ESI contributions along with the monthly bill for the following month.

5. The Contractor shall pay Bonus, Gratuity, etc to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act, 1965, including Sections 10 & 11, Payment of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The contractor shall submit the document in proof of having paid the Bonus/Gratuity to the labourers.
6. The contractor shall not deploy labour on overtime. If deployed on overtime, then the Contractor shall pay overtime wages and other benefits in accordance with the Law at his own cost.
7. The Contractor shall comply with all statutory provisions relating to Leave, Holidays, etc.
8. Contractor shall produce copies of all returns/challans, etc. submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.
9. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.
10. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor 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 labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
11. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph. The suitability of the personnel shall be as per BEML's discretion which is final and binding on the contractor.
12. The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.
13. The contractor shall maintain register for recording daily attendance of the labour deployed by the contractor. The Register shall be maintained as per the requirement of BEML containing such details as may be desired by BEML.
14. The Contractor shall pay the wages to the Labourers engaged by him in the presence of the authorized officer of BEML by duly recording in the Register provided for the same with counter signature of authorized officer of BEML. In case the payment is being made by crediting their individual Bank accounts, the Contractor shall submit to BEML the proof for having paid the wages. In all such cases, the Contractor shall issue due pay slips to every labourer engaged by him under the Agreement and copies of the same will be submitted to BEML. No deductions other than statutory shall be permitted.

15. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act as the case may be. No responsibility shall rest with BEML in this regard.
16. Contractor shall ensure that there are no thefts or loss of Company property/properties by the laboureres deployed by him. The Contractor 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 labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
17. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contactor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph. The contractor shall abide by all the Rules, Regulations, Acts, Provisions as applicable and as amended from time to time and shall indemnify BEML from lapses, if any, in this regard.

Signature of the Tenderer with Seal



BEML LIMITED

(A Government of India Undertaking)
Flat No : E,F,G,H, “Vandana”, 11th Floor
11, Tolstoy Marg, Connaught Place
New Delhi- 110 001

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for the work of “Renovation, Interior and Modern Office System for BEML Regional office, 11th floor, ‘Vandana’, 11, Tolstoy Marg, Connaught place, New Delhi- 110 001”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 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

Signature of the Issuing Officer with seal

Signature of the Contractor(s) with seal



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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(s)/ contractor(s)

- 1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned

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Signature of the Contractor(s) with seal



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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(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action 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(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be

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Signature of the Contractor(s) with seal

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disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders /Contractors /Sub-contractors

- 1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

Signature of the Issuing Officer with seal

Signature of the Contractor(s) with seal



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- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 Regional office, New Delhi and jurisdiction is New Delhi

Signature of the Issuing Officer with seal

Signature of the Contractor(s) with seal

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New Delhi- 110 001

- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 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)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

Signature of the Issuing Officer with seal

Signature of the Contractor(s) with seal



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Annexure J-1

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on www.bemlindia.com.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

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