

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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TENDER DOCUMENT

For

Installation of Lysaght or equivalent roofing at Service Centre and Store, scooter stand, extendend store along with repair of overhead water tank, office building, security room, compound wall pillar of BEML Ltd., Kolkata
On Turnkey basis

Tender Document No 6300033769
DATE OF SUBMISSION 08.09.2020 BEFORE 15.00 HRS

For eligibility criteria and details, please visit website www.bemlindia.in or contact office address, Regional Manager, 35/1A, Taratala Road, Kolkata -700088
Contact no :033-24015286

ISSUED BY

The Regional Manager BEML Limited,
(A Government of India Undertaking)
33/1A, Taratala Road
KOLKATA-700088

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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Note:

1. The tenderer shall download the complete set of tender documents. The tender documents from Serial Page No: 01 to 45 along with annexure shall be duly filled, signed along with the company seal, scanned and uploaded and the requisite documents as per the technical bid.
2. Pre qualification bid shall submitted manual/e-mode.
3. Technical and Commercial bid shall be submitted on BEML SRM platform.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

INVITATION FOR TENDER

Date : 10.08.2020

Sub: Installation of Lysaght roofing at Service Centre and Store, scooter stand, extended store along with repair of overhead water tank, office building, security room, compound wall pillar of BEML Ltd., Kolkata

1. Introduction

General Information

BEML LTD is a leading public sector undertaking under the Ministry of Defence, Govt. of India for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

BEML intends to Install of Lysaght roofing at Service Centre and Store, scooter stand, extended store along with repair of overhead water tank, office building, security room, compound wall pillar at the premises of Regional office, Taratala Road, Kolkata 700088.

2. Eligibility Criteria and Bid Submission Process

You are required to submit bid in three parts viz. Pre-Qualification bid, Technical bid and Commercial bid. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of Bid. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.in/tender_hq.php).

BEML LIMITED invites tender from OEM / Dealers / Distributors/Authorised Partners as per following details:

Description	Installation of Lysaght roofing at Service Centre and Store, scooter stand, extendend store along with repair of overhead water tank, office building, security room, compound wall pillar of BEML Ltd., Kolkata
Scope of work	As per Annexure 'D', 'E',
Price Bid Format	As per Annexure 'F'
Validity of Price	The quoted price should firm Till completion of work

Note: To participate in this e- tender you should have Valid Class 3 organizational digital signature. Vendors willing to participate in the tender may contact through e-mail: (admin.srm@beml.co.in) to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to (admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141.

The last date for submission of the bid is on or before 08/09/2020 @ 15.00hrs.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

PART A – Pre-Qualification Bid (Submission of EMD) through Manual /e- Mode.

1. Earnest Money Deposit (EMD):

EMD amount of Rs.70,000/- 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 as mentioned below:

Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

Read the terms & conditions, tick the acceptance box and click on Proceed.

In 'Select State' dropdown, select All India and click on the Go button.

In 'Select Payment Category', select EMD/ Tender Fee.

Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 70,000/-.

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

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

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs. 70,000/- (Rupees Seventy thousand only) drawn in favor of BEML Ltd, Kolkata payable at Kolkata.

The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Online payment shall be submitted in Sealed envelope duly super scribing the Bid Invitation No. 6300033769 dated **10.08.2020**, Closing date **08.09.2020** Time 15:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope.

The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope (Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Copy of Online payment) has to reach the address as mentioned below on or before the closing date & time of the tender.

The
Regional Manager
BEML LIMITED.,
Regional office -35/1A, Taratala Road
Kolkata – 700088, India

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Alternatively it can also be dropped in the Tender Box which is kept in the Room at the same address.

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

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

General Instructions with regard to EMD:

- I. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- II. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- III. EMD lesser than Rs. 70,000/- will not be accepted and the quotation is liable to be rejected.
- IV. EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- V. EMD does not carry any interest on return.
- VI. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.

Tender shall be opened on closing date i.e. 08.09.2020 @ 15.00hrs.

No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

(Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.)

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per Annexure 'A'
2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Scope of work as per Annexure 'D', 'E',
5. Contract agreement as per Annexure 'G'
6. Percentage based activity wise billing schedule as per Annexure 'H'

ELIGIBILITY CRITERIA OF TECHNICAL BID

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

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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

1. Intending Tenderers /bidders who meets the following eligibility criteria may quote for the tender.
2. **Financial Position:** Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost. (i.e. Rs. 10,50,000/-).

Experience: Experience of having successfully completed similar works during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:

- (i) Three similar completed works each of value (Excluding Taxes or levies) not less than the amount equal to 40% of the estimated cost. (i.e. Rs.14,00,000.00/-)
Or
- (ii) Two similar completed works each of value (Excluding Taxes or levies) not less than the amount equal to 50% of the estimated cost. (i.e. 17,50,000.00/-)
Or
- (iii) One similar completed work of value (Excluding Taxes or levies) not less than the amount equal to 80% of the estimated cost. (i.e. Rs.28,00,000.00/-)

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

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

Financial Year	2017-18	2018-19	2019-20
Annual turnover (Rs in Lakhs)			
Profit / Loss (Rs in Lakhs)			

NOTE: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and uploaded along with the technical bid. In case of non availability of Audited Balance sheet along with profit and loss statement of FY 2019-20 due to COVID pandemic, Bidder has to submit previous 03 consecutive year audited balance sheet. i.e. FY 2016-17, FY 2017-18, FY 2018-19 along with profit and loss statement.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Details of having successfully completed similar works
during last Seven (07) years ending last day of month previous to the one in which applications
are invited from any Government/Public Sector Undertakings/Large Private Organizations with
Certificates.

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

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

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD/ payment made through online.
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Price Bid: Price bid to be submitted as per the format by clicking on Item Data tab in SRM.

The price bid format is enclosed at Annexure-L (The format is only for reference. You are requested to quote on SRM platform only).

Please enter the prices in item data in the system against each item. Applicable Tax details or any other commercial details may be entered under bidder's remarks against each item. Bidder has to quote basic price and applicable taxes. in the item data column. Applicable taxes can be selected from the dropdown box. In case any applicable taxes are not available in the dropdown box, the same may be clearly mentioned along with the % in the Bidders remarks.

The Commercial bids of only technically qualified bidders shall be opened subsequently. L-1 (lowest tender) will be arrived on total package basis only.

3. Special Terms and Conditions
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The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only

FAX / EMAIL quotations not accepted

Indicate all applicable taxes and duties separately

Payment terms: Payment will be released against certification of percentage of work completion, activity wise as per mutually agreed billing schedule duly signed by client and contractor before commencement of work. Only one bill(single/composite) can be raised in a month.

- 1) Payment can be made maximum 04 nos. part for schedule "A" work as mentioned in percentage base billing schedule Annexure-H against percentage of work completion.
- 2) For schedule "B" work payment will be released after completion of 100 % work.

Completion Time: Entire work should completed within 90 days from the date of placement of Purchase order.

Completion period: FOR BEML Limited, 35/1A Taratala , Kol-88, WB.

Warranty/ Guarantee clause :1(One) year from the date of completion for schedule-A and schedule-B separately.

Validity of quotation: Till Completion of the work.

Validity of Price: Till Completion of the work.

Insurance: Freight, forwarding charges, Labour etc. to your account.

BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.

Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder.

Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the EMD. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

Liquidated Damages: If the Supplier exceeds any agreed completion date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.

Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
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Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

- Firms willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name and password for submitting the bids. The bidders have to submit their quotation ON LINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension etc., if any to the tender will be hosted on BEML website(www.bemlindia.in), CPP PORTAL only. Bidders shall regularly visit BEML's website, CPP PORTAL to keep themselves updated. No separate advertisement shall be published in the newspaper in this regard.
- Any queries/clarification / information / details regarding tender enquiry to be communicated only through email Id: mkc@rm.beml.co.in, Phone No : 033-24015287 and queries/clarification/ information/details will be accepted up to one week prior to the closing date of the tender.
- Any queries related to submission of quotation may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at Phone No.080-22963269, 22963141.
- The quantities shown against each item are only approximate and hence any reduction / increase thereof during the execution of work shall not vitiate the contract. The company does not bind itself to accept the lowest or any other tender.
- The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.
- The tenderer shall visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.
- Successful tenderer is required to employ qualified Engineer to supervise the work and they should be present when the work is under progress.
- The successful tenderer is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.
- The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.
- In case, the contractor / firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.
- EMD waiver is applicable for micro and small enterprises (MSME's) registered with NSIC as per "Public procurement policy – 2012" vide gazette notification dated 26.03.2012. Contractors should submit NSIC certificate in the Pre-qualification bid. Non submission will result in disqualification.
- Conditional tenders are liable to be rejected.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Kindly Note:

- a) If GST are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of all GST.
- b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry.

Thanking you

Yours faithfully,
for BEML Limited

sd/-
Regional Manager,
Kolkata

4. General Terms and Conditions

1) ARBITRATION :

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

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

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement

2) FORCE MAJEURE CLAUSE:

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

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

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

3) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

4) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

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

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

5) **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.

6) **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.

7) **DRAWINGS AND DOCUMENTS:**

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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.

8) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

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

9) **DURING ARBITRATION**

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

10) **PROGRESS REPORT:**

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

11) **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.

12) **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.

13) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

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

14) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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.

15) **TEST MATERIALS :**

All the materials to be used in and on every part of the works shall be subjected from time to time to such tests as the Consultant and Officer in charge may direct. Such tests shall be performed at the expense of the contractor but the Company shall refund to the Contractor the actual cost of testing any of the materials which are proved to conform with the conditions of the specifications but the samples shall be, in all cases, selected by the Officer in charge and supplied by the contractor as part of the contract. If, at any time, any materials so tested is not equal to the test for such materials, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefor, but in the absence of any specified test, the decision of the Officer in charge shall be final as to whether the said material or materials shall be used in the works, or forthwith removed and other materials substituted.

16) **MATERIALS, TOOLS ETC., BROUGHT ON TO WORKS TO BECOME PROPERTY OF COMPANY DURING CONTINUANCE OF CONTRACT :**

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

All materials, tools, implements and other things brought by the Contractor upon Company's works shall there upon become and shall continue to be the absolute property of the Company and be considered in its possession, the Contractor having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials then remaining upon the Company's works to be removed by him forth-with and cleared away. Nevertheless, the Company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

17) **POWER TO VARY WORKS :**

The Company shall have full power and authority from time to time, and at all times, to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and direction as may appear necessary or proper for the guidance of the contractor and the good and sufficient execution of the contract, and the contractor shall receive, execute, obey and be bound by the said further drawings, instruction and directions, according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications. The company shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly executed, to be removed, changed or altered, and if needed that other work shall be substituted in lieu thereof and the difference of expense occasioned by any such increase, diminution or alterations so ordered and directed shall be added to or deducted from the amount of the contract agreeable to the prices for similar works set forth in the Bill of Quantities, or failing which the Schedule of Prices attached hereto, and in the absence of any such similar work being scheduled, the Officer in charge shall determine the amount to be paid for such additions or deductions. The company will in no case become liable to the payment of any charge in respect of any such conditions, alteration or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Officer in charge, nor unless such instructions distinctly states that the matter thereof is to be subject of an extra or varied charge, in the form of an order hereinafter set forth nor unless the claim thereof shall be made in writing, signed by the Contractor and in the form of claim herein as set forth and properly filled up nor unless such claim be made within the week in which the work is executed and materials used, and before the same shall have been placed out of view, or beyond check of measurement, nor unless the value of any altered or varied works, or any further works shall wherever practicable have been determined and settled before such altered, varied or further works shall have been commenced. Such value in case of dispute shall be ascertained by the Officer in charge, who shall determine in all cases whether such previous determination and settlements were practicable or not, and in all the cases where he shall consider the same to have been practicable, the contractor shall not be entitled to make any claim in respect of such altered, or varied or further works if it shall, in the opinion of the Officer in charge, if any special instance become necessary to execute any additional or substituted work, either wholly or in part by the day the claim therefor, shall not be recognized unless the contractor shall have delivered to the Officer in charge within one working day, and so on from day to day a true and exact list of the name, occupations, time and wages of the several workmen engaged during the previous day on any and every such works in respect of when a charge 'BY THE DAY' is intended to be made in the next succeeding weekly claim of contractor, Nevertheless, no charge 'BY THE DAY' shall

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be made unless, in the opinion of the Officer in charge, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these general conditions. All such instruction given by the Officer in charge shall be in the following form or as near there to as may be:

ORDER No:

CONTRACT No.

In pursuance of clause-15 of the General Conditions of contract and subject as there in mentioned, we request you to perform the under mentioned at the under mentioned price, namely :

SUCH WORK
BEING IN

ADDITIONAL TO
SUBSTITUTION FOR

WORK INCLUDED
IN THE

tender, and we request you to omit the under mentioned work at the under mentioned prices, viz.

DATE:

SIGNATURE OF THE
OFFICER-IN-CHARGE.

AND every claim shall be made in the following form:

CLAIM No: _____ CONTRACT No. _____

Contractors claim under and subject to Clause-18 of the General Conditions of Contract for the week ended Saturday the _____ day of _____ in respect of other than contract work.

Work Claimed For		Number Of Engineer's Order	Price of Similar Work in Bill of Quantity of Schedule.		Where no Similar Work in Bill of Quantity Of Schedule.	Amount claimed Rs.
Quantity in Mtrs.	Description.		Number/ Number of items	Value of Item.	Schedule Price of Labour.	

DATE:

SIGNATURE OF THE CONTRACTOR 'S

The claim shall be delivered to the Officer in charge for his examination before being transmitted by him to the Chief Engineer and shall be subject in all respect to the

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consideration, ratification and correction of the Chief Engineer who shall be at liberty to decide whether any such claim entitle the Contractor to any, and if so, what extra charges, according to the true meaning and intention of the specifications, and whether any and what allowance shall be made to the company in respect of any work or obligation to be performed under the contract and from the performance of which the contractor may be or become directly or consequently relieved by reasons of any such additional or substituted works.

18) SUSPENSION OF WORK :

The Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Chief Engineer to do so and shall not resume work thereon until so directed in writing by the Chief Engineer. The Contractor will be allowed by the Chief Engineer an Extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The contractors shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

19) WORKS TO BE EXECUTED IN APPROVED MANNER :

The works, the subject of the contract, specified and provided for or that they may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best substantial manner, with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specification or as referred to and represented by the drawings and memoranda thereon or as referred to by any of the said further drawings and memoranda thereon or as referred to by any of the said further drawings, instructions and directions and shall be to the full satisfaction of the Officer in charge. The Officer in charge shall have full liberty at all reasonable time to inspect and examine the works, materials and workmanship, and may every such time reject any or all of such works, materials and workmanship which to him/them or either of them may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or as not in accordance with the specification or the said drawings, memoranda, instruction or directions respectively.

20). WORK TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTOR WITHOUT VITIATING THE CONTRACT:

The Contractor shall commence to carry on the works with due diligence, and as such expedition as the Officer in charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the contractor fails to do so, or neglect to provide proper and sufficient materials, or to employ a 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 out the hands of the contractor to engage or employ any other person or workmen to procure all requisite materials and implements for the due execution and completion of the said works, and the cost and charges incurred by the company in so doing shall be ascertained by the Chief Engineer and be paid for or allowed to the company by the contractor and it shall be competent for the Company to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the company to the contractor under this or any other contract.

21) INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED :

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the company or on the places where the operations are being carried out in connection with the works, which in the judgment of the Officer in charge is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of the contractor forthwith, or within such period or periods as the Officer in charge may direct, and the contractor shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Officer in charge. In case the contractor neglects or refuses to remove such materials or comply with such directions it shall be lawful for the Chief Engineer, on behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish, so objected, to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Chief Engineer to deduct the expense thereby incurred, or to which the company may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to contractor, or to recover the same by action at law or otherwise from the contractor as the company may determine.

When it is apparent to the Chief Engineer that defects exist in the work, or that damage or accident has occurred to the works, or that the works are not upheld or maintained in good sound and water tight conditions, or repair or in working order, but the cause thereof is not apparent, a general requisition in writing by the Chief Engineer to the contractor to amend, make good or maintain the works in sound, perfect and water tight conditions shall be under no obligation to specify the work or repair, but such requisition shall be conclusive evidence against the contractor that he is not performing his obligations under the contract.

22) EMERGENCY POWERS :

In the event of any accident or failure occurring in or on the works, which, in the opinion of the Chief Engineer requires immediate attention either during construction or during the period of maintenance the company may by their own or other workmen make necessary repairs at the expenses of the contractor.

23). OPENING TO BE MADE FOR EXAMINATION OF WORKS:

Should Officer in charge require it for their more perfect satisfaction, the contractor shall at any period during the continuance of the contract, pull down any part of the work and make such openings, as to such extent through any part of the said work as the Officer in charge may direct and the contractor shall make such works good again to his or their satisfaction. Should the work be found faulty in any respect, the whole of the expenses thereby incurred shall be defrayed by the contractor but if otherwise by the company.

24). PRECAUTIONS AGAINST INJURY TO PROPERTY ADJACENT TO THE WORK IN PROGRESS:

The contractor shall take special care, by the erection of temporary fences and by every other means which circumstances may render necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works and shall confine the passage of his workmen to existing public roads, foot paths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way-leaves, damages, the trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the company harmless from any and all such claims. If any greater extent of land than the site of work be required by the contractor for his operations, he shall obtain and occupy the same at his own cost and charge.

25). **PRECAUTIONS AGAINST ACCIDENTS OR INJURY:**

The Contractor shall, at his own expense, shore, sling, protect, support, alter, restore make good and maintain as may be necessary, all buildings, water and gas pipes, sewers, drains, electric cables and other things which may be disturbed, exposed or injured during the execution of works or in consequence of the execution of the works and shall also provide any extra timbering which may be temporarily required and all labour in fixing and removing the same and shall, at his own expenses provide for the continuous use of all buildings, pipes, sewers, drains electric cable, water sources and other things, the use of which may be liable to interruption during the progress of the work. The Contractor shall at his own expense restore all such buildings, water and gas pipes, sewers, drains, electric cables and other things to the satisfaction of the owners thereof and he shall like wise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipe, sewers, drains, electric cables and other things met with in the construction of works, and shall indemnify, save, harmless and keep indemnified, the Company and its officers from and against all action, suits, claims, penalties, liabilities, cost, expenses and demands whatsoever, by reasons or on account of damage to such buildings, pipes, sewers, drains, electric cables and other things whether caused by the execution of the contract works or in the insufficiency of the aforesaid permanent support. The Company may deduct the expenses thereby incurred or to which the Company or its Officers may thereby be put or be liable or which may be incidental thereto from, the amount of any sum or sums due or to become due to the contractor or may recover the same by action at law or otherwise from the contractor and the Company may compromise any such action suits or other proceedings, or such terms as it shall see fit and contractor shall thereupon forthwith pay the Company the sum or sums paid by the Company upon the occasion thereof, and shall in every case pay such sum or sums as shall fully indemnify the Company according to the present stipulation.

26). **ROYALTIES:**

The Contractor shall be liable to pay all royalties chargeable on Government or Company materials required for the work.

27). **REJECTED MATERIALS:**

All rejected materials will at once be removed from site by the contractor to such distance as may be desired, failing which the company after giving three days notice in writing may do so and recover the cost of removal from the contractor.

28). **COMPANY'S PLANT:**

No Company's plant, materials or Labor will ordinarily be lent or hired to the contractor. Exceptional cases must have the approval of the company in writing.

29). **SCOPE OF COMPLETION:**

Completion includes completion of all work in accordance with the plans and specifications, removal of all yard mess accumulated during construction, levelling and cleaning up the site and generally cleaning the whole building or works.

30). **FINAL COMPLETION CERTIFICATE:**

On completion of work as per scope of work specified as per NIT, the final bill will be released after certification of officer in charge on satisfactory completion.

31). If a dispute arises between the company and contractor as to the quantity or quality of work, performed, involving sum larger than Rs.500.00, the contractor may appeal in writing to the company for reappraisal, as the case may be. If the company considers that Contractors claim is valid, they may appoint an officer, other than the Officer who made the final inspection vide Paragraph-28 above, and his report shall be considered as final and binding on the contractor. The Contractor shall have a representative present when the appraisal is being made.

32). **ATTENTION:**

- i) Time will be the essence of the contract and the contractor is to complete the whole of the work in the time stated in the tender, subject to the schedule of conditions.
- ii) The contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection of their representative (no separate rate will be allowed).
- iii) The Contractor is to keep all persons under his control and within the boundaries of the site and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited in the sites by himself or suppliers, together with all risks arising from weather, carelessness of operatives, damages or loss by thefts or by any other cause, and is to allow for all necessary watching and protective lighting.

33) LABOUR ACTS :

- i. The Contractors shall employ labour in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-charge. The contractors shall remain liable for the payment of all wages or other remunerations to his labourers or employees under the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers liability Act 1938, Workmen's Compensation Act 1923, ESI Act 1948, or any other Acts or enactments relating there to and rules framed there under from time to time. In the event, the contractor fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws, the Company is entitled to withhold the same from any other amount payable by it to the contractor and remit the same to the authority concerned and such payment shall be binding on the contractor.
- i) In the event of contract, the contractor shall be responsible for implementing the provision of the contractor Labour Act in to and also responsible for any repercussions arising there from for non-compliance thereof.
- ii) The intending tenderers should quote their organization registration/code numbers for the registration with ESI/PF Authorities. It may be noted that other things being equal, preference will be given in the acceptance of tender to firms having independent registration with ESI/PF Authorities.
- iii) BEML shall arrange to recover from the contractors bills requisite amounts of both Employer's and Employee's contribution for both ESI and PF calculated on the basis of 25% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account . On production of requisite documentary evidence supporting payment of ESI/PF Authorities/supported by the acquaintance rills, the amount earlier recovered from contractor's bills shall be paid duly adjusting the shortfall in remittance, if any.
- iv) In the event of any accident/injury/disablement, the contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify to BEML in case of any claim arising therefore later.
- v) CONTRACTOR should employ only ESI Registered workmen on any item of work. If contractors have workman who have not yet been Registered under the ESI they should ensure that the workers have been duly registered before employing them in work.
- vi) CONTRACTORS should produce his MUSTER ROLL duly certified by Officer-in-charge once in a month say before 5th of each month to the Pay roll section, so that the ESI amount can be ascertained and recovered/payment obtained irrespective of the fact whether work order is issued or not.
- vii) If there is any default on the part of the contractor, an estimated amount towards ESI liability including the would be penalty/damage, will be recovered by the company from the bills of the contractors.

viii) CONTRACTORS should maintain all registers and records required for ESI, PF Payment of wages, etc., under the statutes and produce them for verification as and when called for by company inspecting Authorities.

ix) THE contractor shall disperse the wages to the workmen in the presence of the authorized representative of the company.

x) CONTRACT Labour (Regulation and Abolition) Act 1970 under section 12 and Rule 21 prescribes that every contractor who employs labour for executing contract works should obtain license from Labour Authorities to carry out any works contract, so that the labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML Authority before commencement of the work.

34) **TRAINING APPRENTICES:**

The CONTRACTOR shall comply with the provision of the Apprentices Act 1961 and the rules and order issued there under from time to time. If he fails to do so his failure will be a breach of contract and the Accepting Officer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

35) **FAIR WAGES:**

The Contractor shall not pay less than fair wage to labourers, workmen engaged by him on the work. Fair wages means wage for the various categories of labour, workmen, fixed from time to time by the labour authorities of the area. The contractor shall ascertain the minimum fair wages prevailing in the area before submitting his tender. The Contractor should also abide by labour regulations in regard to the payment of wages, wage period, fines and deductions from wages, maintenance of wage book, wage slip, publication of scales of wage and other terms of employment, inspection and submission of periodical returns and all other matter relating to labour rule in force.

36) **DISPUTE RESOLUTION AND JURISDICTION:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract

In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by

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such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

Price Validity : Price quoted by the Bidder in commercial bid, is understood to be Valid upto completion of the work.

37) **SECURITY DEPOSIT:**

The successful tenderer shall be required to furnish security deposit for the fulfillment of contract and amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

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

(i)The contractor shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. EMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(ii) Bank guarantee from any commercial bank equivalent to the amount of security deposit valid for a period required by BEML shall also be accepted.

(iii)Security Deposit amount shall be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the contractor to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the contractor by the Company on any account whatsoever

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and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions.

38). **REFUND OF SECURITY DEPOSIT**

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e. 50% shall be refunded to the contractor on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.

The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor.

If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the BG already with BEML will be returned to the contractor. The contractor has to then submit a fresh Bank Guarantee for 50% of the security deposit value valid for a period of 1 year from the actual date of completion of the entire contract shall be deposited by the contractor.

Any refund of security deposit shall be made only with the recommendation of the Chief Engineer

39). **COMPLETION CERTIFICATE:**

As soon as the Contractor completes the work assigned to him the same shall be inspected and if found satisfactory shall be taken over by the Chief Engineer. A "Completion Certificate" shall be issued to the contractor within 30 days from the date the contractor has given request for the same. If there are minor defects which can be rectified even after the building has been taken over, the defects shall be listed out and the contractor shall be asked to rectify the same before the final bill is submitted. The final bill along with the completion certificate duly certified by the Officer in charge shall be submitted to Finance Department for payment. The completion certificate shall have the following details:

- a) Particulars of the work and Contract Number,
- b) The date of work order to commence the work,
- c) Date of completion as per original contract agreement,
- d) Actual work done value.
- e) Extension of time if any, granted,
- f) Date on which contractor was required to complete the work,
- g) Actual date of completion and taking over by BEML.

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40). **FINAL BILL:**

On completion of the work a final bill shall be submitted by the contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Officer in charge to see that the claim is in order.

The final bill prepared by the contractor and accepted by the Department, shall be accompanied with the following documents:

- Original Completion certificate
- A statement showing stores issued for incorporation in the work, stores actually incorporated by the contractor, theoretical quantity of stores required for work and whether there has been any over issue/under issue of the stores to the contractors.
- No claim certificate duly signed by the contractor
- Original Contractor's All Risk Insurance Policy covering up to the actual date of completion of work.
- Contract Agreement
- Revised estimate as duly approved by Competent Authority.
- ESI & PF statement duly co-ordinated by Welfare Section.
- Any other documents which are specified by the Management from time to time.

The Officer in charge has to certify in the work Completion certificate that the work is executed in conformity with the contract specification, drawings and other conditions. The final bill duly checked and co-ordinated by the Officer in charge shall be sent to the Finance Department through Chief Engineer along with the documents stated above.

41) **DEFECT LIABILITY PERIOD:**

The period of maintenance for the subject work shall be 1(One) year from the date of completion for schedule-A and schedule-B Separately.

During this period, the contractor shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work come to the notice, the Chief Engineer shall inform the contractor, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at his risk and expense as per the conditions of the contract.

If the contractor does not attend to the rectifications in-spite of repeated requests, the Company shall proceed at his risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting contractor. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from

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any of the subsequent bills due for payment to the contractor against any other contract.

Even after such adjustments, the amount available is insufficient to cover the expenses in full, the Company reserves the right to take legal course of action to recover such unadjusted amount.

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TENDER No: 6300033769

Date: 10.08.2020

Annexure – A

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

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	Copy of cancelled cheque	
5	PAN Number	
6	GST Number	
7	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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TENDER No: 6300033769

Date: 10.08.2020

Annexure - B

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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TENDER No: 6300033769

Date: 10.08.2020

Annexure - C

Undertaking

To:
The Regional Manager,
Regional Office
Kolkata-88

Dear Sir,

Having examined the Bid 6300033769 dated 10.08.2020 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

TENDER No: 6300033769

Date: 10.08.2020

Technical Bid

(** No price should be uploaded in notes & attachment section.**)

Annexure-D

Schedule -A

TECHNICAL SPECIFICATION AND SCOPE OF SUPPLY FOR INSTALLATION OF LYSAGHT OR EQUIVALENT ROOFING AT SERVICE CENTRE AND STORE,SCOOTER STAND,EXTENDEND STORE BEML LTD., KOLKATA

Scope :- As under.

SL.NO	PARTICULARS	UOM	QTY (Approx)
1	Complete Dismantling of existing Asbestos sheet,Glass & taken out from the premises not less than 1.5 KM.	SQM	2500
2	Supply of Roofing Sheets : Lysaght/Equivalent trimdek Roofing Thickness : 0.50 mm TCT Coating : 55% Aluminum, 43.4% Zinc, Silicon 1.3% Zinalume steel of Alloy AZ 150 GSM (35 micron super durable Polyester coating with higher SRI thermatech technology, colorbond steel xrw; 20 micron top coat, 5 micron primer of both side, back coat of 5 micron of shadow grey shade Tensile Strength: 550 MPA.	SQM	2350
3	Supply of Transparent Sheets & associated work: reputed make & UV ray protected. Supply of TRUSS STRUCTURE, Flashing (made of same colorbond xrw steelmaterial as of roofing sheet), Gutter (made of same colorbond xrw steelmaterial as of roofing sheet),Fasteners complete in all manner.	SQM	150
4	Installation of Lysaght/equivalent roofing Sheet & transparent sheet including all related accessories as demand for installation,Truss structure & gutter,necessary repairing & welding work in complete in all manner	SQM	2500

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

TENDER No: 6300033769

Date: 10.08.2020

Technical Bid

(No price should be uploaded in notes & attachment section.**)**

Annexure-E

Schedule –B

TECHNICAL SPECIFICATION AND SCOPE OF SUPPLY FOR REPAIR OF OFFICE BUILDING, SECURITY ROOM, COMPOUND WALL PILLAR AT BEML LTD, KOLKATA

SCOPE :- As under.

SL.NO	PARTICULARS	UOM	QTY (Approx)
1	CRACK REPAIRING AND PLASTER WORK FOR ADMIN BUILDING, REPAIRING WORK OF SECURITY BUILDING, TANK REPAIR AND PLASTER WITH WIRE MESH, CONSTRUCTION OF 3 NOS. COMPOUND WALL INCLUDING PAINTING	SQM	700

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

TENDER No: 6300033769

Date: 10.08.2020

Price Bid

(No price should be mentioned in This Area. Price Should be fill in item data TAB in price bid section on SRM Platform only .**)**

Annexure-F

PRICE BID FORMAT

Sl. No.	Description	Unit
01)	Basic Price for Schedule-A	Basic Price
02)	Basic Price for Schedule-B	Basic Price

Note :

- GST will be fill in specified area on ITEM DATA tab.
- L-1 bidder will be determined on the basis of Total price mentioned in Mechanical & Civil work.i.e.(Sl.no.1 & Sl.no.2)

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Annexure-G

CONTRACT AGREEMENT FORMAT

WORK ORDER NO: _____

CONTRACT FOR: Installation of Lysaght at Service Centre and Store alongwith repair of overhead water tank,office building at Service Centre Kolkata.

THIS AGREEMENT is made and executed on this ____ of _____ of TWO THOUSAND AND _____

BETWEEN

M/s BEML Limited, a Government Company coming within the meaning of Sec 617 of Companies Act, 1956 having its Corporate Office at "BEML SOUDHA", 4th Main Road, S.R. Nagar, Bengaluru-560 027 through its Deputy General Manager, Kolkata at 35/1A, Taratala Road, Kolkata- 700 088 represented by Shri. _____ (Hereinafter referred to as 'BEML' which expression shall, unless repugnant to context means and includes its successors and permitted assigns) of the First Part.

AND

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

Hereinafter, "BEML" and the "Contractor" shall individually be referred to as 'Party' and collectively as 'Parties'.

WHEREAS BEML is a multi technology heavy engineering company having four manufacturing divisions at Bengaluru, KGF, Mysore and Palakkad and marketing/ regional/district offices across the Country.

Whereas Contractor is a proprietorship firm takes up _____ works having its Registered Office at _____

WHEREAS BEML, floated tender Ref: _____ (Hereinafter referred to as the Tender) for Installation of Lysaght at Service Centre and Store alongwith repair of overhead water tank,office.BEML Ltd., Kolkata (Hereinafter called the "WORK")

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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WHEREAS the Contractor submitted his offer in response to the Tender floated by BEML as above and become the successful tenderer and has agreed to execute the Work as per the terms and conditions of the Tender. Consequently BEML issued Work Order No. _____ (hereinafter the Work Order) to the Contractor.

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

In consideration of the above, 'BEML' and the 'Contractor' agreed to reduce the terms and conditions in to writing as hereinafter mentioned.

SCOPE OF WORK:

The Scope of Work to be executed by the Contractor is as mentioned Annexure D & Annexure E of Particular Specification to the Tender Document.

CONTRACT PERIOD:

The contract period shall be the period mentioned in the Work Order _____ Days. Time is the essence of the contract. The Contractor shall strictly adhere to the Time Schedule for commencement and completion as stipulated in the Work Order and shall complete the Work in all respect to the complete satisfaction of BEML on or before the Completion date.

PENALTY

In case the work is not completed in the manner mentioned above to the complete satisfaction of BEML in every respect within the time limit stipulated in the Work Order, then the Contractor shall become liable for payment of compensation/penalty for delay in completion of work, in accordance with Clause 18 of Revised Special Condition of the Tender Document irrespective of whether extension of time granted or not unless otherwise specifically stated.

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

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

PAYMENT

BEML shall make the payment to the contractor in the sums, proportions and manner from time to time in accordance with the Special Condition of the Tender Document. The payment shall be made after all the statutory deductions as may be applicable.

SECURITY DEPOSIT/BANK GUARANTEE:

The Contractor has furnished non-interest bearing Security Deposit in accordance with Condition of the Tender document by way of Deduction in RAR Bills / Bank Guarantee. The Contractor agrees to extend the validity of the Security Deposit, wherever required like extension of period of contract or as may be required by the Company. The Company shall have the full power to enforce the Security Deposit in case of non-performance or violation or breach of any of the terms of this Agreement by the Contractor

COMPLIANCE OF STATUTORY PROVISIONS:

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 and Rules 1971, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employers' Liability Act 1938, Shops & Constructions Act (relevant to the State), Factories Act, 1948, Employees' State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Woman at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The Contractor agrees to indemnify BEML for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

All claims arising at the instance or on account of the persons employed by the contractor including but not limited to on account of wages, allowances, PF, ESI, Gratuity or Compensation under the Employee Compensation Act, or otherwise shall be met by the contractor on his own account and the Company shall be kept fully indemnified. BEML shall have no liability whatsoever in that behalf.

NON COMPLIANCE OF TERMS:

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

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

FALLS CLAUSE:

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

INDEMNIFICATION

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

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 and the Contractor shall make good the said loss same. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills. The Contractor will ensure that there are no thefts or loss of property/properties by the labourers deployed by the contractor.

CAR POLICY:

Contractor shall take 'Contractor All Risk Coverage Policy' (CAR Policy) to cover all risks, losses, claims for injuries or damage to any person or any property as per the Tender Document/ Work order more specifically stipulated in clause 30 (Contractors liability and insurance) of Revised Special Condition of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document and to the complete satisfaction of BEML. The contractor has to take policy at his own cost showing BEML as the "Principal" to enable BEML to make the settlement of claims at the earliest.

LICENSES AND PERMISSIONS:

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

SUB-CONTRACT:

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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

CONFIDENTIALITY:

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

ENTIRE CONTRACT

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

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

TERMINATION:

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

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

However, BEML shall have right to terminate the Agreement at any time by giving 15 Days notice in writing, with or without mentioning the reasons.

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

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

JURISDICTION& DISPUTE RESOLUTION:

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

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

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

SEVERABILITY AND WAIVER:

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

NOTICES

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

BEML : The Deputy General Manager, BEML Limited
33/1A, Taratala Road, Kolkata – 700 088,

Contractor : M/s _____
Office at _____

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

ASSIGNMENT

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

AMENDMENT

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

MISCELLANEOUS:

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

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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

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

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

For BEML

for CONTRACTOR

Witnesses:

Witnesses:

1.

1.

2

2

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Percentage based activity wise billing schedule

Annexure-H

Schedule-A

SL.NO	PARTICULARS	UOM	QTY (Approx)	% OF Lumpsum value against Schedule-A
1	Complete Dismantling of existing Asbestos sheet, Glass & taken out from the premises not less than 1.5 KM.	SQM	2500	10
2	Supply of Roofing Sheets : Lysaght/Equivalent trimdek Roofing Thickness : 0.50 mm TCT Coating : 55% Aluminum, 43.4% Zinc, Silicon 1.3% Zinalume steel of Alloy AZ 150 GSM (35 micron super durable Polyester coating with higher SRI thermatech technology, colorbond steel xrw; 20 micron top coat, 5 micron primer of both side, back coat of 5 micron of shadow grey shade Tensile Strength: 550 MPA.	SQM	2350	39
3	Supply of Transparent Sheets & other attachment: reputed make & UV ray protected. Supply of TRUSS STRUCTURE, Flashing (made of same colorbond xrw steelmaterial as of roofing sheet), Gutter (made of same colorbond xrw steelmaterial as of roofing sheet),Fasteners complete in all manner.	SQM	150	24
4	Installation of Lysaght/equivalent roofing Sheet & transparent sheet including all related accessories as demand for installation ,Truss structure & gutter,necessary repairing & welding work in complete in all manner	SQM	2500	27
			Total	100

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Percentage based activity wise billing schedule

Schedule-B

SL.NO	PARTICULARS	UOM	QTY	% OF Lumpsum value against Schedule-B
1	CRACK REPAIRING AND PLASTER WORK FOR ADMIN BUILDING,REPAIRING WORK OF SECURITY BUILDING,TANK REPAIR AND PLASTER WITH WIRE MESH,CONSTRUCTION OF 3 NOS. COMPOUND WALL INCLUDING PAINTING	SQM	700	100.00
			Total	100.00

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

Special Conditions arising out of implementation of GST
(Which is to be signed and uploaded alongwith technical bid)
Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by dispatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services 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:

Company seal with signature

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal

BEML LIMITED
(A Govt. of India undertaking)
33/1A, Taratala Road
KOLKATA-700088

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Schedule of Events , Procedure & Document required for Bid pertaining 630003379

SL NO	Bid Stage	Envelop	Document has to submit	Last date of Submission	Date of Opening	mode	Address to	Remarks
1	Pre-qualification BID	Envelop-1	Physical EMD in form of Demand Draft /Banker's cheque/Online payment receipt	8/9/2020 @ 15.00 Hrs	8/9/2020 @ 16.00 Hrs	Manual	To The Regional Manager BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for all bidder
2	Technical BID	NA	Duly signed & sealed NIT along with all supporting documents as per NIT	8/9/2020 @ 15.00 Hrs	8/9/2020 @ 16.00 Hrs	e-Mode	To The Regional Manager BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for only pre-qualified bidder
3	Price Bid	NA	NA	8/9/2020 @ 15.00 Hrs	After technical qualification processed	e-Mode	To The Regional Manager BEML KOLKATA,35/1A TARATALA ROAD KOLKATA-88	Will be opened for only technically qualified bidder

Signature of the Issuing Officer with seal

Signature of the Contractor (s) with seal