

**BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)  
Kinfra Wise Park, Kanjikode, Palakkad – 678621, Telephone: 0491-2565188

**Bid invitation No: 6300034928****Closing Date: 11.12.2020****TENDER DOCUMENTS**

**REQUEST FOR QUOTATION FOR  
“INSOURCING OF MEMU SIDE WALL ASSEMBLY”  
@ BEML LIMITED, PALAKKAD COMPLEX**

**LAST DATE FOR SUBMISSION OF THE BID IS 11.12.2020, 3.00 PM****INDEX SHEET**

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**Note: All the tender terms & conditions to be signed & affix seal by the contractor and upload in SRM platform.**

**ISSUED TO:****All Bidders**



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### 02.TENDER NOTICE

|   |   |
|---|---|
| Description of Project  | <b>INSOURCING OF MEMU SIDE WALL ASSEMBLY</b><br>at BEML LIMITED, Palakkad Complex                 |
| Tender Fee  | FREE  |
| EMD Amount  | <b>Rs.50,000/-</b>  |
| Mode of Tendering   | Through e-mode. Bids are to be submitted in two-bid system in BEML SRM E-procurement system only. |
| Last date & time for submission of Technical & Commercial Bids in BEML SRM e-Procurement system | <b>Date: 11.12.2020, Time: 15:00:00</b>   |
| Date & time of opening of Technical Bid through e-mode  | <b>Date: 11.12.2020, Time: 16:00:00</b>   |
| Nature of Tender documents  | Two Bid system (Technical & Commercial) through E-mode  |
| <b>Manual and FAX / E-mail Quotations will be summarily rejected.</b>                           |   |

For eligibility criteria and details, please visit website [www.bemlindia.in](http://www.bemlindia.in) or contact office address, Sr.Manager (Sub contracts), BEML Ltd, Palakkad – 678621.

-Sd/-

**Manager (Sub contracts)**

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### 03.TENDER COVERING LETTER

Sub: Request for Quotation for **INSOURCING OF SIDE WALL ASSEMBLY @ BEML Limited, Palakkad Complex**

BEML LIMITED invites tender in Two bid system (Technical Bid & Commercial Bid) through **e- Mode** for **INSOURCING OF SIDE WALL ASSEMBLY @ BEML Limited, Palakkad Complex** as follows.

| <b>SI No</b> | <b>Description</b>                                 | <b>Quantity</b> |
|--------------|--|-----------------|
| 1            | <b>INSOURCING OF SIDE WALL ASSEMBLY (10 types)</b> | 25 Sets         |

NOTE:

1. BEML WILL PROVIDE ALL COMPONENTS, WELD COILS, WELD FIXTURES, GASES, POWER, RED OXIDE PRIMER, THINNER, PASSIVATION GEL, CANTEEN FACILITY
2. THE DETAILED DRAWINGS ARE ATTACHED IN ANNEXURE - I
3. THE SCOPE OF WORK IS GIVEN IN ANNEXURE-II.
4. QUALIFICATION CRITERIA ARE ENCLOSED IN ANNEXURE-III
5. GENERAL TERMS & CONDITIONS ARE ENCLOSED IN ANNEXURE – IV
6. SPECIAL TERMS & CONDITIONS FOR SUBCONTRACT ENCLOSED IN ANNEXURE - V

NOTE: ALL DRAWINGS & RELATED DOCUMENTS CAN BE DOWONLOADED FROM THE BEML SRM WEBSITE.

Please submit your Quotations through e-mode on BEML SRM platform, as per tender for the subject works at Palakkad complex, BEML LIMITED, Palakkad, as stated in the scope of work.



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To: M/s.

Dear Sir,

**Ref: Tender Notice as indicated above.**

Further to the above cited tender notice we would like to appraise the bidders with the following details:

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad. Tenders in prescribed form is invited for the subject work, interested bidders can download the tender document released along with this notification and quote in two bid system as mentioned below:

Please submit your Quotations through e-mode on BEML SRM platform, as per tender for the subject works at Palakkad complex, BEML LIMITED, Palakkad, as stated in the scope of work.

**This Tender consisting of three parts:**

Part A – Pre-Qualification Bid / Technical Bid i.e. Submission of Technical Bid & Payment of EMD – online mode (Through e-mode on BEML SRM system)

Part B – Commercial Bid i.e. Submission of Price Bid (Through e-mode on BEML SRM system)

Instructions for submission of the bids:

Both Technical Bid and Commercial bid are to be submitted through electronic mode only in the SRM system.

**Part A: Submission of pre – qualification / Technical Bid: (e-mode)**

a. Payment of EMD in favor of BEML LTD through online by clicking the link below:

<https://www.onlinesbi.com/sbicollect/>

Detailed steps of Procedure for making EMD online payment:

1. After selecting proceed, select "All India" in State of Corporation / Institution tab and select "PSU - Public Sector Undertaking" in Type of Corporation / Institution tab, then submit "Go" tab.

2. Then select "BEML LIMITED PALAKKAD" in PSU - Public Sector Undertaking Name tab and submit. After submitting it will ask the relevant details for making online payment of EMD.

The firms who have remitted EMD digitally shall indicate the remittance details along with the Technical bid.

The payment of EMD should pay online before the tender closing date of this enquiry (10.12.2020) before 3.00 PM.

**EXEMPTION OF EMD:** Indian firms registered with National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD/Tender fee. Copy of firms claiming EMD exemption certificate to be submitted in e-mode in SRM platform, otherwise tender submitted by them will not be considered.

NSIC certificate, MSME certificate (firms claiming EMD exemption) etc to be uploaded in e-mode in 'C' folder in SRM platform before the bid closing date.

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**\*FAILURE TO MAKE PAYMENT OF EMD THRO ONLINE MODE /UPLOADING EMD EXEMPTION CERTIFICATE BEFORE THE TENDER CLOSING DATE, WILL RESULT IN REJECTION OF THE BID\*.**

b. Please upload all the technical bid documents in the 'C' Folder in the SRM system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

c. Corrigendum regarding the tender if any will be published in BEML website only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

d. Documents as indicated in the Mandatory qualifications of the contractor for eligibility are to be uploaded in 'C' Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)

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

### **Part B: Submission of Commercial Bid: (e-mode)**

1. Price bid to be submitted through e-mode 'Price Conditions' in SRM system only against the respective line items provided therein before tender closing date and time specified.

2. In case Bidder is not quoting for all the activities in price bid, then their offer will be rejected.

"Do not upload any price details in 'C-Folder Technical Attachments".

Technical Bids of those bidders whose EMD/firms claiming EMD exemption certificate are submitted in e –mode will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.

In case of un- successful bidders, the EMD will be refunded through e-mode after the decision on the tender is taken. EMD of successful bidder will be released after submission of Performance Bank Guarantee.

Quotations sent by Fax / Email / Quotations on letter heads will not be entertained. The offers should be only on SRM platform.

The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding. To download the tender documents please proceed as under:

1. [www.bemlindia.in](http://www.bemlindia.in)

2. click on e-Procurement

3. e-Procurement (SRM)

4. Log In using the tab Guest Login and click 'Process Bid' & click on the Tender No.

Vendors willing to participate in the tender may contact through email: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the user name & password for submitting the bids. In case of any queries/ clarification/ information/ details needs to be asked only by email to the following mail id: - [prp@beml.co.in](mailto:prp@beml.co.in), Phone: 0491-2565188- Dy. General Manager – Rail & Metro / A.Dhinesh, Manager-Subcontract

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**NOTE:**

- a) Bidders are suggested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper / missing of documents uploading.
- b) Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, please immediately contact 0491 2567127 for help.
- c) In case some of the above documents are not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain the documents / clarifications from bidders (against technical bid only). Decision of BEML will be final and binding.
- d) Bidders are advised to upload the documents separately by giving appropriate names i.e., 1. For signed and sealed tender document uploading –FILE NAME = Tender Doc\_ Signed and Sealed 2. For Annual Turnover certificates – FILE NAME = Annual Turnover etc., For having better clarity and easy identification, do not club all the documents in a one single file.
- e) The bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.) are exempted from submission of Tender Fee and EMD Amount as per applicable rules. As a proof of the above registration the firm has to submit the hard copy of certificate before closing date.
- f) The contractor to visit the site for better understanding of the area / work involved etc before quoting. Ignorance of site conditions at latter stage will not be entertained by BEML.
- g) Please note that your bid should be submitted in our SRM e-Procurement system only.
- h) You should have a valid Class-III Digital Signature Certificate (encrypted type) issued by authorized Certifying Authority to submit your bid in our SRM eProcurement system. In case of any queries regarding Digital signature, please contact [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

For BEML LIMITED

-Sd/-

Dy. General Manager (Rail & Metro)

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## **04. GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIALS - TWO BID**

### **1. DEFINITIONS& INTERPRETATIONS:**

- 1.1 The Purchaser' means "(BEML Limited, KINFRA park, Menon Para Road, Kanjikode East, Palakkad - 678621)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 1.3 Parties to the Contract shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 Tender means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 1.5 Acceptance of Tender Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Stores / Materials / Services means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 1.8 Words in singular include the plural & vice-versa.
- 1.9 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 1.10 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

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### 2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIAL ( e-mode)

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

2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in TWO-BID system. (Technical Bid & Commercial Bid)

2.3 Bids should be submitted online in BEML SRM e-Procurement platform only. **Bidders should have a valid Class III Digital Signature Certificate issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system.** Interested bidders can contact us through email: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username and password for submitting the bids.

#### OTHER INSTRUCTIONS:

### 3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID:

- a) The firm should submit their Bids through E-mode in BEML SRM Portal only.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the SRM Portal as Technical Bid.
- c) If the bidder has not provided the document which is specified their offer is liable for rejection.
- d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.
- e) Technical Bid will be opened on (28.07.2020 after 15:00 hrs) and the commercial Bid of that bidder whose technical bid is accepted only will be opened later.

### 4.0 INSTRUCTION FOR SUBMISSION OF COMMERCIAL BID:

- a) The firm should submit their Bids through **E-mode in BEML SRM Portal only**. Please quote the price details in the 'Price Conditions' column in SRM portal against the respective item.
- b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
- c) Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM website to submit quotation (non local vendors).

4.1 Quote should also indicate the Minimum lead time required for the supply of the materials.

4.2 Break-up cost for the quoted price to be provided in the quotation such as Material cost, Labour cost, other overhead cost.

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- 4.3 Supplies should be strictly as per the requirement projected. The item supplied should be GENUINE PART as it is used for OE requirement.
- 4.4 Along with supplies, as mentioned in Bid, it is required to submit Inspection certificate, material test reports (from NABL accredited Lab for BEML Defence parts), warranty certificate, Country of Origin certificate & other related documents required along with the shipment.
- 4.5 If dealers are submitting the bids in place of OEM, Dealer should submit Authority letter from manufacturer.
- 4.6 If sister concern exists then only one bidder to participate.
- 4.7 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 4.8 BEML reserves its right to reject any incomplete bid submitted.
- 4.9 The due date for submission of tenders may be extended by BEML, in its sole discretion, which shall be announced as corrigendum to original NIT only at our website/ SRM Portal Validity of bids submitted shall be deemed to be extended accordingly.
- 4.10 BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 4.11 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 4.12 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- 4.13 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 4.14 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found

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that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.

- 4.15 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 4.16 The RFx / Notice Inviting Tender is not an offer or a contract.
- 4.17 Proposals become BEML's property.
- 4.18 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 4.19 BEML is not obligated to contract for any of the products described in the RFx/ Notice Inviting Tender
- 4.20 BEML's decision is final for Evaluation of the offers.
- 4.21 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 4.22 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 4.23 In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.
- 4.24 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 4.25 Bidders/contractors are requested to put the page numbers and sign in all the documents which are uploaded in the SRM portal.**
- 4.26 Late / Un-Solicited offers will be rejected.
- 4.27 In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- 4.28 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 4.29 Maximum possible quantity supply per month to be indicated in the quotation in case of capacity constraint.

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- 4.30 If you are not able to quote, please send your Regret Letter with reasons for regretting.
- 4.31 We request you to submit your lowest non-negotiable best competitive price.
- 4.32 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
- 4.33 Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.
- 4.34 The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML
- 4.35 No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).
- 5.0 Public Procurement – Preference to Make in India Policy: The procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15th June 2017. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.
- 6.0 PRICE BID VALIDITY: The Bid should be valid for 90 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.
- 7.0 DELIVERY TERMS: Except as otherwise indicated in the Purchase Order, delivery shall be FOR (BEML). Trade terms such as EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.
- The time and the date of delivery of the stores stipulated in the PO No. shall be deemed to be the essence of the Purchase Order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the P.O. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either.
- a. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description where stores exactly comply with the description are not in the opinion of BEML (which shall be final, readily procurable) without cancelling the P.O.in respect of consignments not yet due for delivery.
- 8.0 PAYMENT TERM: Term of payment is 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance of materials For Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids. In case of early supplies, payment will be made only as per the delivery

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schedule indicated in the purchase order and in line with the terms of payment

### 9.0 PENALTY / LIQUIDATED DAMAGES:

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be essence of the Contract. Shall circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Purchaser without delay that in such an event the Supplier shall bind himself to any of the terms and conditions that may be imposed by the Purchaser. If delay in delivery is caused by any of the circumstances mentioned is on account of Force Majeure conditions prior to the scheduled / extended delivery or by additional work, if any, or by an act or omission on the part of the Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.

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

a. Evaluation of tenders:

b. Bids are opened on the stipulated due date and time mentioned in the tender.

c. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

11.0 Evaluation of tenders:

11.1 Bids are opened on the stipulated due date and time mentioned in the tender.

11.2 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

11.3 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.

11.4 BEML reserves its right to reject any incomplete bid submitted.

11.5 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing.

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11.6 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

12. FIRM PRICE: The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract

13. ACCEPTANCE OF ORDER: The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

BEML reserves the right to accept a bank guarantee from any of the Scheduled Commercial Banks authorised by RBI in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months.

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

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

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

16.0 VALIDITY PERIOD : The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

### 17.0 PLANT & MACHINERY SUPPLY

In case of Purchase Order for supply of Plant & Machinery and supplies requiring inspection and test after erection and commissioning at site if the completed Plant if any portion thereof or after it is taken over is found to be defective or fails to fulfill the requirements of the P.O. BEML shall give the supplier, notice setting forth details of such defects or failures, and the supplier shall forth with make the defective plant good, or after the same to

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make it comply with the requirements of the P.O. shall he fail to do so within a reasonable time BEML may reject and replace at the cost of the supplier the whole or any portion of the Plant / Machinery, as the case may be which is defective or fails to fulfil the requirements.

### 18.0 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.

### 19.0 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.

20. INSPECTION AND TESTING: The goods and stores shall be of approved design and each part /component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of purchaser.

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are noticed at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises the Supplier shall obtain

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Purchaser's or his authorized representative's permission to inspect, examine and test as if the said stores are being manufactured at the Supplier's premises. Such inspection, examination and testing, if made shall not release the Supplier from any obligation under the Contract.

All costs related to inspections and re-inspections shall be borne by the Supplier. The cost of inspection staff / third party specified by the Purchaser shall be borne by Purchaser, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Supplier or any of his Sub-contractor/s, Supplier shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Purchaser only if specifically agreed.

The supplier shall give the authorized representative of the Purchaser reasonable prior notice in writing of the date on and the place at which any stores will be ready for inspection / testing as provided in the Contract.

21. **QUALITY AND WORKMANSHIP:** The stores supplied shall be of the best quality and Workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall answer to the description in all respects. All supplies shall be accompanied by supplier's works inspections / test certificates duly certifying, the Stores are in strict conformity with the drawings / specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the supplier, no request shall be entertained for re-inspection or acceptance of the stores. However, BEML reserves the right to re-inspect the stores and consider acceptance at its discretion.

22. **SUPPLY OF SAMPLE:** (if applicable) The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications as published up to the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

23. **RAW MATERIALS ARRANGEMENT:** The Supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

24. **INSPECTION AND TESTING:** The goods and stores shall be of approved design and each part / component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of purchaser.

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are notices at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of

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goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

25. **QUALITY & CONDITION OF DELIVERY:** The Supplier shall guarantee that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used. The Supplier shall guarantee that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of delivery. The Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier shall guarantee that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The Supplier guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

26. **GUARANTEE / WARRANTY :**

a. **Guarantee**

Wherever required, and so provided in the specifications / Purchaser Order, the Supplier shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period the delivery is found to be non-compliant including those with the stipulations (in clause Quality and Condition of Delivery) of these Conditions, the Supplier shall, on its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Supplier continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Supplier's expense, with or without help from third parties besides, Purchaser's other legal remedies. Purchaser shall notify the Supplier of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be 18 months after the date of delivery of goods. For capital goods or bought out packages which are intended to be incorporated in installations or systems the Guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends no later than 30 months after the date of delivery of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 10 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or re executed parts of a delivery. The decision of the Purchaser in regard to the Supplier liability under this clause shall be conclusive and final and will be binding on the supplier.

b. **Warranty**

All the stores supplied shall be warranted against any defect in material, Workmanship, design or dimension

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etc., for a period of twelve calendar months from the date they are actually put on use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall stage in writing in what respect the stores are defective. Warranty Certificate shall be furnished by the Supplier in triplicate as under covering the entire supplies to be made against this order within 15 days from the date of order, but before commencement of supplies.

The supplies covered under P.O.No. date by Warranted against all defects in material, workmanship, design dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of receipt of supply in BEML whichever is earlier and if any defects are found within the above period for any of the reasons stated, they will be replaced at your premises free of cost within a reasonable time.

27. In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable as below :

28. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.

29 For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website [www.bemlindia.in](http://www.bemlindia.in).

30. The suppliers will be responsible for the material to reach destination intact (FOR DELIVERY) and transit insurance shall be arranged by them only. Delivery indicated in the tender enquiry is to be adhered to. In case of late deliveries BEML reserves the right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing LD clause. Wherever painting is applicable, the surface shall be duly prepared and painted as per drawing requirements. Suitable identification marks to be provided on all components for part number, vendor code, batch no., wherever applicable. BEML reserves the right to inspect vendor's facilities/components under manufacturing, for verification of process and manufacturing capabilities by BEML's customer/BEML Representative / Representative of agencies appointed by BEML.

Packing to be in such a way that it should avoid transit/storage/handling damage.

Refer BEML Purchase Manual (can be accessed in BEML website [www.bemlindia.in](http://www.bemlindia.in))for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions.

The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

Please indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should with stand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and

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handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list. The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML.

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

### 31. PACKING AND DISPATCH

The supplier shall package the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time).

The Supplier shall inform the Purchaser one month in advance of likely shipment date/s, the no. of packages, Gross weight & Net weight, Dimensions (LxBxH) of each of the packages. Each such package must be marked with Consignee name, P.O. Number, Package No., Gross weight & Net weight, dimensions (LxBxH) and Supplier's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no., & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material shall be notified such and their packing, transportation and other protection must conform to relevant regulations.

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

33. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts of shall have sole jurisdiction over disputes between purchaser and the Supplier.

34. 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 non-exclusive, worldwide, perpetual license. All intellectual property rights

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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 Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

35. BRIBES AND GIFTS: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as 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.

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

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

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38. FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

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

40. 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.

41. AGENTS / AGENCY COMMISSION : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any

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such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

#### 42. FALL CLAUSE:

- i. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

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

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

45. 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.

46. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING: The supplier is not permitted to

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sub-contract 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.

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

#### 48. SECRECY:

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

#### 49. GST TERMS & CONDITIONS

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

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2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs ..... is on the Recipient of Service" in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.

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10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

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### 05. SPECIAL TERMS AND CONDITIONS FOR SUB CONTRACT

1. Materials will be supplied and collected by BEML (mention incoterms/location as Ex Works/vendor firm's name only).
2. Supplier has to manufacture the item as per BEML drawing/scope.
3. The quotation should be after taking value of scrap generated into consideration.
4. All dimensions are critical and important.
5. Supplier has to fabricate / mill / turn / mould / weld / bend / drill / tap /grind, Etc .as per BEML drawing/scope.
6. In case of the delivered supply being rejected, the same should be replaced on Free of cost.
7. First article approval to be sought from BEML before bulk supply.
8. Re-works if any should be attended on free of cost.
9. Finished parts should be neatly packed and supplied.
10. Kindly acknowledge acceptance of order in return post / e-mail / fax.
11. Please send copies of delivery challens to concerned department without fail.
12. Delivery clause: The material supplied should be processed & returned to BEML within 60 days from the date of receipt of material.
13. Inspection: the items would be subjected to 100% inspection. Inspection will be done by our source inspection team (corporate quality) before onward dispatch to BEML works.
14. Calibration clause: The gauges and instruments used for measurement/tests must be calibrated by any of the approved agencies or by any of the divisions of BEML.
15. Vendor code number to be punched on all parts
16. All components are to be supplied in suitable packed/unpacked condition.
17. Tooling: Firm has to make their own arrangement for fixtures, gauges and all measuring instruments. BEML will not give any tooling assistance or developmental charges.
18. Liquidated damages : Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part there of subject to maximum of 5% of the value of the delayed portion of th Purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered.
19. Dimensional report to be supplied at the time of delivery.
20. Prior approval has to be taken from BEML for items with deviations.
21. Supplier should inform BEML to take necessary action while / after executing the Order in case of any non-conformity found in the product notified.
22. Supplier should establish and maintain records to provide evidence of conformity to the requirements and the same should be made available to BEML / Our Customers and regulatory Authorities. In addition, regulatory authorities shall have the authority to visit and verify at the supplier / organization premises as and when required.
23. Supplier furnish process details and other applicable record including sub-tier supplier information wherever applicable.
24. Please furnish a letter of commitment for safety, health and period of five years.
25. The information regarding suspect non-cofirmity / non-confirming product / item dispatched, if any shall be informed in writing to the company within 24 hours of identification / observation / realization of the said non-conformity / non-confirming product / item without fail.

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### 06. TECHNICAL BID FORMAT

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

| Sl. No.                       | Description<br>(Requirements of technical bid)   | Bidders Response   |
|-------------------------------|--|--|
| <b>A. GENERAL INFORMATION</b> |  |  |
| 1                             | Name & address in full under which the bidder is intended to execute the contract  |  |
| 2                             | Telephone / Mobile Number & e-mail id of the bidder  |  |
| 3                             | Type of ownership<br>a) Public Limited Company<br>b) Private Limited Company<br>c) Partnership Company<br>d) Proprietorship Company<br>Please enclose the Incorporation certificate or Registration certificate / partnership deed<br>Certificate/ Proprietorship company documents. | (Please write whether your firm is registered as public limited/private limited company/partnership company/ Proprietorship company) |
| 4                             | PAN Number<br><b>Note:</b> Copy has to be scanned & uploaded in SRM platform.  |  |
| 5                             | GST Registration Number<br><b>Note:</b> Copy of proof has to be scanned & uploaded in SRM platform.  |  |
| 6                             | MSME Registration certificate  | Upload the MSME certificate in SRM if applicable.  |

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| <b>B. CRITERIA FOR TECHNICAL EVALUATION</b> |   |              |   |
|---|---|--------------|---|
|   | Financial turnover  | Year 2016-17 |   |
|   |   | Year 2017-18 |   |
|   |   | Year 2018-19 |   |
| 1   | Average annual financial turnover during last 3 years ending March 2019<br><b>If average annual turnover for above 3 years is less than Rs. 10 Lakhs, then the offer will be rejected.</b>    |              | The bidder/contractor should upload the audited balance sheet / audited P&L account statement for the following financial years<br>1) 2016-17<br>2) 2017-18<br>3) 2018-19 |
| 2   | Provide details of all machineries, equipment/tools/gauges/measuring instruments etc & facilities available for carrying out the fabrication & machining as per the requirements (Attachment) |              |   |
| 3   | Submission of Annexure A - Qualification Criteria   |              | The bidder should upload duly signed "Annexure-A" format in their letter head as Acceptance of Qualification Criteria and submit all relevant documents in the bid        |
| 4   | Submission of Annexure B - Scope of Work  |              | The bidder should upload duly signed "Annexure-B" format in their letter head as Acceptance of Scope of Work  |
| 5   | Submission of Annexure C – Acceptance Criteria for MEMU Side Wall Assy  |              | The bidder should upload duly signed "Annexure-C" format in their letter head as Acceptance of Technical compliance matrix.   |
| 6   | Submission of Annexure D - Acceptance of the tender terms & conditions.   |              | The bidder should upload duly signed "Annexure-D" format in their letter head as Acceptance of tender terms & conditions.   |
| 7   | Submission of Annexure E - TAX INDEMNITY CLAUSE DECLARATION   |              | The bidder should upload duly signed "Annexure-E" format in their letter head as Acceptance of Tax Indemnity clause declaration.  |

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## ANNEXURE – A

### QUALIFICATION CRITERIA

| A. Tender Description  | As indicated in TENDER NOTICE  |  |  |
|--|--|--|--|
| B. Contract period   | Till Completion of order / 25 sets of 10 types of Side Wall Assemblies   |  |  |
| C. Tender No.  | Bid invitation number to be super scribed on top of the covers for identification while sending EMD/Tender Fee DD/Exemption Certificate). Tender documents to be downloaded from BEML website <a href="http://www.bemlindia.com">www.bemlindia.com</a> |  |  |
| D. Tender closing date/time  | Technical and Commercial bids are to be submitted only in SRM through e-mode before the tender closing date and time as indicated in above BEML website.   |  |  |
| E. Security Deposit  | As indicated in General Terms and conditions.  |  |  |
| F. Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under  | Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against form No. V  |  |  |
| G. PF / ESI/ GST   | Firm should have GST/PF/ESI Code Nos. On award of contract the successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities but GST no is mandatory.  |  |  |
| The scanned copies of following <b>Bidders qualifying documents</b> are to be uploaded along with the Technical bid. (Without qualifying document tender is liable for rejection). |  |  |  |
| Sl no  | Description  | Requirement  | Remarks  |
| 1  | Tender Document (To be down loaded from BEML website. <a href="http://www.BEMLindia.com">www.BEMLindia.com</a> )   | Soft copy of the duly seal & signed tender document to be attached by the bidder along with other Technical documents. | Attaching the soft copy of Tender document in technical bid implies that the bidder agrees for all the Terms and conditions of the subject tender. |
| 2  | Corrigendum if any (To be down loaded from BEML website. <a href="http://www.bemlindia.com">www.bemlindia.com</a> )  | All pages of corrigendum to be uploaded along with technical documents on SRM Platform.                                | Implies that the bidder agrees for corrigendum of the subject tender.  |

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|   |  |   |  |
|---|--|---|--|
| 3 | Average Minimum Annual financial <b>Turn over</b> in the years:<br>Mar' 2017<br>Mar' 2018<br>Mar' 2019   | Should not be less than 50 lakhs certified by practicing CA                             | Scanned copy to be uploaded  |
| 4 | Experience in executing similar type of works in any industries completed for 3 years, value greater than or equal to the said requirement. Enclose satisfactory work done / performance certificates ( <b>During last 3 years</b> ) (Not work orders /POS) issued by the users. | Similar work of Minimum value of 3 Lakhs per month                                      | a) Select any applicable one and upload scanned copy of similar work completion certificates issued by users.<br>b) If the works /contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate. |
| 5 | Earnest Money Deposit (EMD) Returnable   | (Firm remitted the EMD digitally shall attach the remittance details in the 'C' folder) | <b>Rs.50,000/-</b><br>DD to be Sent by post addressed to DGM Rail & Metro, BEML Limited, Palakkad Complex – 678621   |
| 6 | Tender fee – Non returnable  | Nil   |  |
| 7 | Latest 3 Assessment Year IT returns Filing   | Enclose copies of AY 2016-17,<br>AY 2017-18<br>AY 2018-19                               | Scanned copy to be uploaded  |
| 8 | The bidder has to sign the <b>Integrity pact</b> (if the tender value is more than Rs.1 crores)  | Format to be downloaded from BEML website.  | N.A  |

**Scanned copies of following documents may be uploaded along with the Technical bid if already available.**

|   |  |
|---|--|
| A   | Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under               |
| B   | PF & ESI Registration Certificate  |
| C   | PAN No. & GST No   |
| Pre-Bid Meeting / Study (Not andatory but for the information / Clarification of the Bidder before quoting) | Contact :<br>Officer in charge for the contract<br>Manager – Subcontract<br><b>Mobile - 9486609437</b> |
| DGM – Rail & Metro  | <b>04912565188</b>   |

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### **General Qualification Terms for the Contract**

The firm has to deploy the required manpower as advised by officer in charge from time to time, to complete the insourced work as per the MEMU Production requirement.

### **The Labourers deployed should have NORMAL PHYSIQUE AND BE MEDICALLY FIT.**

The contractor need to have additional Labours to cater weekly offs and other general holidays, absenteeism, reliever reserve and any other contingency etc.

- a. Daily /monthly attendance of Laborers deployed should be submitted to HR Dept through User Dept.
- b. The contractor shall provide manpower as required on all working days for carrying out the various operations / services satisfactorily in time without any complaints.
- c. The contractor shall arrange for his staff to work in any shift as per the requirement, the timings for which will be indicated by the concerned department OR their nominees from time to time.
- d. **If any labour supplied by the contractor is absent for more than 10 days in consecutive two months then the services of that labour should be terminated and suitable substitute shall be provided.**

### **Educational Qualification/experience required for the candidates:**

ITI / DIPLOMA (Skilled): ITI Pass (Welder/ Fitter/ sheet metal worker Candidates who have undergone Apprenticeship training & having apprenticeship certificate from NAC will be given preference.

### **General Terms and conditions**

- 1) The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
- 2) Contractors shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/inspecting Authorities, which includes:
  - a. Register of workmen employed by Contractor in Form XIII.
  - b. Employment Card in Form XIV.
  - c. Muster Roll in Form XVI.
  - d. Register of Wages in Form XVII.

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- e. Wage slips in Form XIX.
  - f. Register of Deductions for Damage of Loss in Form XX.
  - g. Register of Fines in Form XXI.
  - h. Register of Advances in Form XXII.
  - i. Register of overtime in Form XXIII.
  - j. Any other relevant registers under various legislations including Form 22 (Muster Roll) Under Payment of Wages Act, Form 7 (Register of Contributions) under ESI Act, etc.,
- 3) Contractor shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.
- 4) Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees' Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments. BEML, as principal employer, shall have the right to make the payments on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.
- The Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF & ESI contributions along with monthly bill for the following month.
- 5) The Contractor shall pay Bonus, Gratuity, etc., to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act , 1965, including Sections 10 & 11, Payments of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The Contractor shall submit the documents in proof of having paid the Bonus/ Gratuity to the labourers.
- 6) The Contractors shall not deploy labour on Extra hours. If deployed on Extra hours, then the Contractor shall pay Extra hours wages and other benefits in accordance with the Law.
- 7) The Contractor shall comply with all statutory provisions relating to Annual Leave, Holidays, etc, amended from time to time.
- 8) Contractor shall produce copies of all returns/challans, etc., submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.

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- 9) Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The Contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the Contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.
- 10) Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
- 11) The Contractor shall verify the antecedents of the Labourers being engaged by him and submit a copy of police verification report of all the labours supplied by the contractor. If the contractor fails to submit the police verification report for the labours engaged by him, those labours shall not be permitted inside the premises. Fresh report shall be produced to BEML authorities whenever demanded. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc., and also the photograph.
- 12) The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.
- 13) **The tender form is not transferable under any circumstances, Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.**
- 14) BEML Limited reserves the right to accept or reject or sought further clarifications regarding any tender either in full or in part or to reject all the tenders without assigning any reason for its decision in this regard.
- 15) The Firm shall read and understand the scope of work, special terms and conditions, general terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above.
- 16) In case the bidder after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.
- 17) **Financial Position:** Average annual financial turnover during the last 3 years should be as indicated in the qualification criteria. The balance sheet and profit and loss account certified by practicing Chartered Accountant has to be submitted as proof.

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18) PERIOD OF CONTRACT : Initially for THREE Months (90 days) from the date of commencement with an option to the Company (BEML) to extend it for a further period with the same terms & conditions, if the contract execution is found satisfactory.

a. However the company reserves the right to terminate the contract by **giving three months' notice to the Firm**, without assigning any cause or reason for such termination. The Firm shall not be entitled to claim any compensation or any damages for such terminations. The company also reserves the right to award parallel contracts for the above work if required, for more than one bidder.

b. TERMINATION OF THE CONTRACT: In the event of any breach of contractual obligations as per the contract including scope of work, BEML Limited reserves the right to terminate the contract, if the contractor fails to rectify the breach within 15 days of notice of breach to the contractor, bank guarantee will be forfeited.

19) Deposits :

a. **EARNEST MONEY DEPOSIT (Refundable):** An earnest money deposit (EMD) (amount as indicated in qualifying criteria) in the form of crossed demand draft only (Cheque and other mode of payment not acceptable) in favour of M/s. BEML Ltd, payable at Palakkad from any Nationalized Bank has to be submitted in a closed cover on or before tender closing date addressed to DGM Purchase, Palakkad. No interest will be paid on the Earnest money deposit.

- On tender finalization, EMD amount of unsuccessful bidders will be refunded.
- EMD amount of successful bidder, this EMD will be returned only after fulfilling the obligations of Terms and Conditions of PO.

b. **SECURITY DEPOSIT / BANK GUARANTEE:**

• The successful bidder has to furnish security deposit of 10% of the PO value (excluding ST) from any Nationalized Bank in the form of Bank Guarantee

1. The Bank Guarantee should be valid for a period of contract + three months AFTER THE EXPIRY OF THE CONTRACT. The Bank Guarantee will be returned to the Firm after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the Firm is not satisfactory or on account of the violation of any terms and conditions of the contract. The decision of the Head of the complex will be final in this regard.

2. The certifying authority will be final with regard to the encashment of Bank Guarantee. If the contract period is extended by BEML , the firm has to submit a security deposit of 10% of the extended PO value excluding ST for the extended contract period + 3 months.

20) Documents to be produced :

a. The documents as indicated in qualification criteria i.e. slno1 to 9 should be uploaded in technical bid as applicable.

21) Requirement of Labours deployed :

a. The Labours deployed in the contract : Shall be

- ESI registered
- Healthy and able bodied persons capable of executing the subject jobs
- Age between 18 and 60 years, punctual, dutiful, obedient in nature and maintaining discipline and conduct while working within the premises of the company.

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- 22) On award of contract the Firm shall execute an agreement in a bond paper of Rs. 100/- (Rupees one hundred only) as per the format given by M/s. BEML Limited to carry out the subject work as per terms and conditions as directed.
- 23) Sub-Contract / Sub-letting:- Under any circumstances, this works contract awarded by BEML Limited to the successful Firm, shall not be sub-contracted to any other party.
- 24) The labours are to be paid applicable Central Minimum wages or State wages whichever is higher as notified by from time to time during the contract period / extended contract period.
- 25) Annual Leave with wages, payment of National & Festival Holidays & Bonus as per prevailing guidelines has to be paid to the labours.
- 26) **The daily wages as of 01-10-2019 is indicated for reference.**

| Labour details & Daily wages as of 01-10-2019. |                 |             |                      |            |
|--|-----------------|-------------|----------------------|------------|
| Sl no  | Labour Category | No. of days | No. of Labours / day | Wages /day |
| 1  | Skilled         | 90          | 06                   | 569        |
| Note : ESI (3.25%), PF (13%) = 16.25 % extra   |                 |             |                      |            |

- 27) Contractor shall pay the applicable minimum wages as per prevailing rates of Central Minimum wages or State minimum wages whichever is higher as notified from time to time during the contract period / extended contract period.
- A). The Contractor has to ensure that the payment to the Contract Labourers/personnel be made on or before 7th day of every month as per the payment of Wages Act.
- B). After releasing payment to the labourers/ Personnel, the contractor will submit his claim to HR Department for settlement.
- C). Contractor shall engage Labourers after covering them under ESI Act. Labourers without ESI coverage will not be allowed to enter the premises of the factory.
- D) After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD.
- E) On verification of acquaintance rolls, Payment will be issued for services charges, deducting **TDS applicable on gross amount payable to contractor as per prevailing rates.**
- 28) Bonus to be paid to the labours as per the Bonus act 1965 or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
- 29) Facilities :
- a. Canteen facilities may be extended on cost basis as per the norms of the company.

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- b. The contractor shall make his own arrangement for accommodation and Transportation of his labours to & fro BEML factory.

30) **GST:** The GST as applicable.

31) Payments :

- a. (For Labours) Firm has to make payment to labours on or before 7<sup>th</sup> of every month through bank
- Proof of payment made to be submitted to HR & Finance department for verification of payments made.
- b. The Firm shall ensure payment of Central Minimum wages or State wages whichever is higher as notified by from time to time during the contract period / extended contract period. (Firm has to bill accordingly to BEML)
- c. For subsequent months (i.e., 2<sup>nd</sup> Month onwards): All statutory recoveries such as ESI, PF, GST etc., has to be paid on line (i.e., through net banking) by the Firm every month on or before prevailing due date (to avoid any penalties / damages) & deposited challans and online receipts for PF, ESI & GST shall be produced for the previous months in the current month's bill to ensure reimbursement of taxes for the current month.
- d. After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD.
- e. **Extra hours wages:** No Labours shall be allowed for deployment on Extra hours work basis on whatsoever circumstances. The contractor / agency should deploy Labours only for 8 hours / day.
- f. The Firm will assist RPFC in settlement of the claims of their employees whenever claims arise, either due to terminations, discontinuance or death.
- g. The extension of ESI & PF benefits to the employees of the Firm will be available only during the contract period. After the contract period is completed, contract labourers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new employer.
- h. The Firm shall maintain all registers and records required for the payment made towards PF & FP, ESI payment of wages etc., and produce them for verification as and when called for by the company or by the inspecting authorities.

32) **LABOUR ACT:** The Firm shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Minimum wages Act, Payment of Wages Act – 1936, Workmen's compensation Act 1923, ESI Act 1943, Payment of Bonus Act 1965, Provident Fund and Miscellaneous provisions Act 1952 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the Firm fails or neglects to pay amount, due to him under workmen's compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount concerned and remit the same to the authorities concerned and such payment shall be binding on the Firm.

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- a. In the event of contract being awarded, the Firm is responsible for implementing the provision of the contract Labour act in to and also responsible for any repercussions arising there from non-compliance thereof.
- b. Firm should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 1<sup>th</sup> of each month to Contract in charge, so that the ESI/PF amount remitted by the Firm can be ascertained and recovered / payment obtained irrespective of the fact whether work order is issued or not.
- c. If there is any default on the part of the Firm on estimated amount towards ESI liability /PF liability including the penalty, the penalty damage will be recovered by the company from the bills of the Firms. If sufficient amount is not available, it will be recovered from security deposit / bank Guarantee.
- d. Firm should maintain all registers and records required for ESI, PF payment of wages, under the statutes, and produce them for verification as and when called for by company inspecting authorities.
- e. The contract labourers shall not be retained on Extra hours work on any day. If however, such contact labourers are retained to work on any day including Sundays/Holidays, they shall be paid as per payment of wages Act / extra allowances / wages for their extra working for such time as to be regulated as per Factory's Act.

33) **PENALTY CLAUSE** The amount payable by the Firm as stipulated below shall be without prejudice to the other rights of remedy available to the company on account of such delay in completion of the works :

| SL | Description   | Compensation Levi able   |
|----|---|--|
| 01 | ID Card should be issued by the contractor within one month after releasing of the Order  | 0.5% per week and 5 % maximum of delay from the service charge of the monthly bill |
| 02 | Daily/Monthly attendance details to be submitted by the contractor to HR with co-ordination of user Department and security department. |  |
| 03 | Monthly wages to be paid on or before 7 <sup>th</sup> of every month.   |  |
| 04 | Bonus bills to be submitted within the stipulated date declared by management.  |  |
| 05 | Stitched Uniform & Shoes (personnel protective equipment wherever applicable) to be issued within 1 month after releasing of the order  |  |
| 06 | Delay in remittance / filling of returns of PF /ESI contribution  |  |

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- 34) **ACCIDENTS:** The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, the contractor shall take Employees compensation policy or Contractors all risk coverage policy (CAR policy) to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.
- 35) The contractor should arrange proper supervision from his part.
- 36) The labours of the contractor in no case will be treated as the employee of BEML.
- 37) The contractor or his representative or his workmen shall not, at any time, cause any nuisance on the site or misbehave with any of the employees of the company or to do anything which shall cause unnecessary disturbance to BEML or its properties or detrimental to the interest of BEML near the site and to the public in general. Any workmen indulged in the above said activity shall be withdrawn from the work spot and shall not be engaged in future. Suitable substitute shall be provided immediately on termination of such workmen.
- 38) The Contractor shall not employ or allow any person in the Work/Services who is suffering from any contagious, loathsome or infectious disease.
- 39) No labour of contractor including himself is allowed to consume alcoholic drinks or any narcotics within the premises/Work/Services site during the execution of Work/Services. If he is found to be under the influence of the same, BEML shall have the rights to refer the matter to the police.
- 40) If the work is not carried out satisfactorily, the Firm shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The Firm shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the Firm.
- The Firm shall arrange for the work in shift assigned subject to security check and instructions of the company rules laid down from time to time.
  - All the labourers, supervisors etc., shall have photo identity cards which should be produced while on duty for identification.
  - The successful bidder has to start the work within Seven days from date of issue of Acceptance letter.
- 41) SPECIAL TERMS AND CONDITIONS:- The following conditions are deemed to have been included in the quote

**NOTE:**

- The contractor has to read complete Tender documents including scope of work, Special terms & conditions and General terms & conditions before quoting the tender for better understanding of the work involved

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- **Against BOQ SI.No 1, 2& 3 the Contractor to quote the price as per commercial bid format in SRM 'item Data'.**

**42) Lowest offer (L-1 position) of the quoted rate shall be determined based on the Total contract value as per details in Commercial bid format.**

43) Disputes: All disputes arising out of this contract shall be referred to the decision of the Complex Chief at Palakkad Complex.

44) Disputes / Damages : All claims arising by OR at the instance of the LABOURERS OR THEIR HEIRS OR SUCCESSORS, INCLUDING CLAIMS UNDER the Workmen's Compensation Act Central Govt. from time to time shall be met by the Firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the Firm.

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

b. "ARBITRATION OF DISPUTES: The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.

Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Palakkad".

c. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Chief of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Palakkad shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

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## Annexure – B Scope of work

### Brief Description of the Scope of Work:

The vendor has to do welding as per drawing and required grinding to suit on Next Assembly, inspect as per the Inspection Check Sheets and supply 10 types of Side Walls Assembly for MEMU DM Shells. Work to be carried out inside factory premises of BEML Palakkad.

All the Input Components and Weld Fixtures required for Manufacturing of 10 Types of Sidewall Assemblies mentioned in Table No- 1 will be supplied by BEML. The work involves assembly of the components on weld fixtures by MIG Welding process with Required Quality and Suitable Grinding, Spatter Removal and Application of Primer Painting in Hidden Areas.

### Final Deliverables and Quantities:

Vendor has to Manufacture, Inspect and Supply the Side wall Assemblies as per the below mentioned Drawing Number.

| S. No | Drawing Number | Description                              | Qty/ Shell (Nos) | PR Qty ( Nos) | Item Serial Nos. Not Required to Install | Remarks   |
|-------|----------------|--|------------------|---------------|--|---|
| 1     | 84943001       | SIDE WALL ASSY FOR DRIVER CAB LH         | 1                | 25            | 2  |   |
| 2     | 84943002       | SIDE WALL ASSY FOR DRIVER CAB RH         | 1                | 25            | 2  |   |
| 3     | 84943003       | SIDE WALL ASSY FOR EQUIPMENT COMPT LH    | 1                | 25            | 4,5,6                                    | Drg. Item No 22 to be Supplied in Tack weld Condition |
| 4     | 84943004       | SIDE WALL ASSY FOR EQUIPMENT COMPT RH    | 1                | 25            | 4,5,6                                    | Drg. Item No 22 to be Supplied in Tack weld Condition |
| 5     | 84943005       | SIDE WALL ASSY FOR PASSENGER COMPT LH    | 1                | 25            | 4,5,11,12                                | Drg. Item No 6 to be Flat Grinded and Leak Proof      |
| 6     | 84943006       | SIDE WALL ASSY FOR PASSENGER COMPT RH    | 1                | 25            | 4,5,11,12                                | Drg. Item No 6 to be Flat Grinded and Leak Proof      |
| 7     | 84943007       | SIDE WALL ASSY FOR PASSENGER COMPT LH    | 1                | 25            | 4,5,11,12                                | Drg. Item No 6 to be Flat Grinded and Leak Proof      |
| 8     | 84943008       | SIDE WALL ASSY FOR PASSENGER COMPT RH    | 1                | 25            | 4,5,11,12                                | Drg. Item No 6 to be Flat Grinded and Leak Proof      |
| 9     | 84943009       | SIDE WALL ASSY FOR PASSENGER COMPT LH (N | 1                | 25            | 2  | Drg. Item No 9,10 to be Flat Grinded and Leak Proof   |
| 10    | 84943010       | SIDE WALL ASSY FOR PASSENGER COMPT RH (N | 1                | 25            | 2  | Drg. Item No 9,10 to be Flat Grinded and Leak Proof   |

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**BEML Scope :**

- 1) All the detail Level Input components
- 2) Weld Fixtures
- 3) SS Welding Coils (1.0 mm Dia/ 1.2 mm Dia) and MS Welding Coils (1.2 mm Dia), Electrodes, Anti Spatters Spray and Gases
- 4) Electric power & Lighting
- 5) Pedestal Grinding Machines
- 6) Assistance for movement of Materials through Forklift and Cranes
- 7) Required Cotton Waste/ Banian Cloth etc to clean Oil Surface before welding
- 8) Red oxide Primer, Thinner and Passivation Gel (Scale Remover)
- 9) Canteen facilities will be provided for workers and amount will be deducted at actuals as per attendance register signed at the gate.

**Vendor Scope:**

- 1) Certified Welders in the following category to be engaged for the welding
  - a) SS to MS for **2F Position**, Electrode: **ER309L (1.0 mm Dia/ 1.2 mm Dia)**, Shielding Gas: **AoM)**
  - b) MS to MS for **2F Position**, Electrode: **ER70S-6, (1.2 mm Dia)** Shielding Gas: **Co2/ ACM)**
  - c) Sheet thickness range: **2 mm to 5 mm**
- 2) Welder Qualification certificates for the welders deployed for manufacturing of Sidewall Assy to be provided
- 3) Supervisory Staff to be Positioned by Vendor to monitor work in Progress/ inspection and Co-ordinate with BEML Staff for Movement of Materials etc
- 4) Required MIG/ MAG Welding Machines with Suitable Plugs for tapping of Power from existing Power points in BEML Shop floor. The existing Power points in BEML for welding Machine is **3 phase 415V**. The welding Machines should be calibrated and in proper working condition. The firm should submit calibration report of the welding machines to BEML before starting Production. The required Welding cables, Power cables, Regulators/ Flow meter and Spares and Consumables (Welding Tip, Tip Adaptor, Gas Nozzles and Insulator etc) are to be arranged by Vendor.
- 5) Calibrated Measuring instruments
- 6) Accessories like coveralls, safety kits, Welding Shield, Welding Glass, welding Leather Gloves, Leather Apron and Any other Personal Protective Equipment (PPE) etc. are to be arranged by the Vendor. Vendor has to ensure workers are wearing **necessary PPE's** inside BEML Premises
- 7) COVID-19 Protocol is to be strictly followed by workers deputed inside BEML Premises
- 8) Chipping Hammers, Wire Brush, Paint Brush, Portable/ Angle Grinding Machines and Grinding wheels etc
- 9) Minor grinding Operation is to be carried out in SS Pillars cutout Area to suit the Pillar in Light/ Waist Rails.
- 10) Vendor has to ensure optimum utilization of welding Consumables without wastages (i.e., Welding Coils, Electrodes, Anti Spatters Spray, Gases, Primer Paints and Passivation Gel) provided by BEML.
- 11) Pickling and passivation of all weld joints of SS with MS components are to be carried out by the vendor.
- 12) Vendor should pay ESI/ PF for their employees deputed in BEML Premises at par with the minimum wages specified by the Government and submit proof of remittance every month for clearance of the bills. Personnel with valid ESI number only will be allowed to work inside BEML premises.
- 13) Vendor has to fulfil other statutory/ ISO requirement as per procedure of the company
- 14) Material Arrangements pertaining to sidewall Assembly Components are to be ensured at work Place.
- 15) Housekeeping to be ensured in Work Place.

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**Quality Requirements:**

- 1) Assemblies to be offered to BEML Quality in Tack weld Condition and full welding to be carried after getting Necessary approval from BEML-Quality.
- 2) All the weld Joints of Side Wall Assembly should be water Tight which should be ensured by Vendor and there should not be any leakage in weld joints.
- 3) BEML will provide the quality check sheet, which is to be followed for every Sidewall Assy.
- 4) Segregation and Storing of Completed Assemblies to be ensured properly at BEML Premises for easy Retrieval.
- 5) Before taking up manufacturing activity, Self-Inspect BEML supplied components well in advance. In case of any defects same has to be informed to BEML Staff well in advance in order to provide Replacement.
- 6) The vendor shall engage dedicated supervisory staff 1 each for production and Quality related work in each shift (I and II shift). The staff should be Technically Qualified (Degree in Mechanical/Production Engineering with 3 years experience OR Diploma with 5 years experience) in similar nature of work. The proof of Qualification & work experience should be submitted to BEML at the time of Quote.
- 7) The supervisory staffs deployed by the firm should monitor the Production, Perform internal inspection, preparation of Inspection reports and Co-ordinate with BEML Staff for movement of Materials etc.
- 8) Register to be maintained and updated every day to keep records of Completion of Side wall Assemblies with Sl. Nos (Serial no. to be punched on the assembly)
- 9) The Side wall Assembly completed in all respect has to be offered to BEML- Quality for inspection. BEML Quality will co-ordinate in the register after the acceptance of the assembly. Further, Planning / Progress will co-ordinate in the Register for physical receipt of the assembly and movement to designated area. This is to be mandatorily maintained by Vendor to forward/ Process the Payment bills.
- 10) Inspection Report / Dimension Check-Sheet are required to be provided, mentioning the PO number along with each completed assy.
- 11) Vendor shall ensure the proper fitment of aggregates during shell integration. In case of any fitment issues, vendor has to engage their workmen for necessary correction and implementation of those corrections in further supplies
- 12) Any minor scope Changes / Modifications in drawing or during inspection if any to be taken up by vendor without any additional cost
- 13) Vendor Invoice to mention clearly the PO number, quantity with S. Nos

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## ANNEXURE – C

### ACCEPTANCE CRITERIA FOR MEMU SIDE WALL STRUCTURES

**Drawing Nos:** 849-43001/02/03/04/05/06/07/08/09/10

[Refer latest revision of drawings provided by BEML]

| S NO | PROCESS  | ACCEPTANCE CRITERIA  |
|------|--|--|
| 1    | <b><u>WELDING:</u></b>   |  |
|      | a) Visual check  | BEML STD: RD 230, FINE CLASS   |
|      | b) Finish  | Strictly no spatters or other irregularities   |
|      | c) Window Sealing Arrangement (CC14401)  | Welding to be ground flat and ensure leak Proof  |
|      | d) 100% Water Leak Test on welding joints between Sidewall Skin Assy and Structure assy. Pressurized water at 4 Bar pressure shall be sprayed over the skin for 5 mins.<br>(Note: Care shall be taken to mask all the threaded holes using dummy plugs before starting water leak test.) | No Leakage of water inside the structure.  |
| 2    | <b><u>CRITICAL TO QUALITY DIMENSIONS:</u></b>  |  |
|      | a) Width of Sidewall   | As per corresponding sidewall drg  |
|      | b) Height of Sidewall  | As per corresponding sidewall drg  |
|      | c) Stich / Skip Welding  | Length of bead and in-between (pitch) distance shall be maintained as per drawing                                    |
|      | d) Fillet / Butt Welding Size  | Size of weld shall be maintained strictly as per drawing requirement. Shall be checked using Weld Gauge.             |
|      | e) Flatness to be checked at 2 stages:<br>i) <b>Stage 1:</b> After completion of structure Assy<br>ii) <b>Stage 2:</b> After completion of skinning  | a) Within 1 mm over the skin<br>b) Within 1 mm over structure<br>Check using Straight Edge                           |
| 3    | <b><u>PAINTING:</u></b>  | Red-oxide Painting on hidden areas   |
| 4    | <b><u>FUNCTIONAL:</u></b>  | i) ON SITE FIT UP – No Mismatch<br>ii) Free from damages, dents or holes   |
| 5    | <b><u>IDENTIFICATION &amp; TRACEABILITY:</u></b>   | Name Plate details (to be welded)<br>i) Vendor Code<br>ii) SL.NO FORMAT<br>DMC-L1- (01 to 25) &<br>DMC-R1-(01 to 25) |



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### ANNEXURE - D

#### **ACCEPTANCE OF THE TENDER TERMS & CONDITIONS – (DECLARATION FROM THE BIDDER)**

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

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

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

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## ANNEXURE - E

### **TAX INDEMNITY CLAUSE DECLARATION**

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

1. The supplier of goods / services shall comply with all the procedural requirements and relevant provisions under GST Law so as enable BEML Limited (BEML) to avail input tax credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the supplier themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with – held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various tax laws in India and rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at 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 player in the supply chain are also required to be passed on the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The supplier shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the supplier including job-workers/sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/services.
5. Timely provisions of invoices /debit note/ credit note: The supplier has to timely provide invoice/debit note / credit not to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries(credit note, purchase returns, debit notes) shall be made before September of the succeeding financial year.
6. BEML shall identify the place of supply to enable to avail the GST credit at right location.
7. Advance payment if any made before supply of goods /services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the moment of goods.
8. Any known discount shall form part of terms of the agreement to enable supplier / BEML to claim tax adjustment.
9. The invoice for services shall clearly bear the GSTIN No. along with the purchase order No. and date accompanied by despatch advice and date of packing list.



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10. 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.
11. Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall liable to discharge the same. 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.
12. Any liability arising out of dispute on the tax structure, computation, payment to the Government and filing of returns will be to the suppliers account.
13. 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".
14. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
15. 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.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

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

The format given below is for reference purpose only.

Note: The rates are to be entered in the BEML SRM system only in the 'Price Condition'. The format given below is to be referred and the unit rate is to be entered in the system against the respective item in the 'Item Data' in the system. The rates are exclusive of applicable GST Tax.

| Sl. no. | Part No | Description                           | Qty | Unit | Unit Rate   |
|---------|---------|---------------------------------------|-----|------|---|
| 1       | ----    | INSOURCING OF MEMU SIDE WALL ASSEMBLY | 25  | SETS | The firm has to fill the unit price for fabrication of 1 set of all 10 types of Side Wall Assemblies (as indicated in Scope of Work) in SRM platform only |

Note: Unit price (i.e. 1 Set) should be quoted in price conditions in e-mode SRM "Price conditions" only.