

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

Bid No. 6300036720

Date: 07.11.2021

TENDER NOTICE

Request for Quotation for

Contract for Housekeeping Works at BEML Soudha & Unity Buildings
located at Bangalore for a period of 2 years

BEML Limited,

Corporate Office,

BEML Soudha, 23/1, 4th Main, SR Nagar,

Bangalore – 560027

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Introduction
General Information

BEML LIMITED, incorporated in 1964, is a Mini-Ratna (Category-I) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products of core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace. BEML is a listed company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments – Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

BEML under its Defence segment offers High Mobility and Recovery vehicles, Bridge Systems, vehicles for Missile projects, Tank Transportation Trailers, Mil rail Wagons, Mine Ploughs, Crash Fire Tenders, Aircraft Towing Tractors, Aircraft Weapon Loading Trolley etc,. Under Rail & Metro segment, BEML offers Passenger Vehicles, EMUs, Metro Cars, Maintenance & Utility Vehicles etc,. Under Mining and Construction segment, the company offers Bull Dozers, Excavators, Dumpers, Shovels, Loaders, Water Sprinklers, Motor Graders., Pipe Layers, Tire Handlers, etc,.

The company has four manufacturing complexes located Bengaluru, KGF, Mysore and Palakkad and a subsidiary steel foundry functioning in Tarikere, Shimoga District. All the manufacturing divisions of BEML have been accredited with ISO 9001-2000 certification, BEML has its own world-class Composite R&D establishment for Design and Development of products. The company has nationwide Marketing Network and International Business Division.

2. Bid Submission Process

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

BEML LTD invites tender from Service Providers as per following details: -

Description:	Contract for Housekeeping Works at BEML Soudha & Unity Buildings, located at Bangalore for a period of 2 years
Validity of Price:	The quoted price should firm for a period of 90 days from the date of opening of tender.

Vendors willing to participate in the tender may contact through email : admin.srm@beml.co.in or you may contact BEML SRM Team on phone no.080 – 22963269 / 41 to obtain the user name and password for submitting the bids.

The last date for submission of the bid is **on or before 29.11.2021 @ 14.00 Hrs.**

To participate in this e-tender you should have valid class 3 digital signature in Organisation Name.

For BEML LIMITED
General Manager
(Corporate Materials)

INSTRUCTIONS TO BIDDER

Sub: Request for quotation for Contract for Housekeeping Works at BEML Soudha & Unity Buildings, located at Bangalore for a period of 2 years.

Quotations through SRM Portal is invited for Contract for Housekeeping Works at BEML Soudha & Unity Buildings, located at Bangalore for a period of 2 years in 3 parts

This Tender consists of

Part A – Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode) or Udyam Registration Certificate for MSEs & Integrity Pact.

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

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

The details are as below: -`

PART -A Pre Qualification Bid:

The EMD amount can be submitted in either way as detailed below

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

- a) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- b) Read the terms & conditions, tick the acceptance box and click on Proceed.
- c) In 'Select State' dropdown, select All India and click on the Go button.
- d) In 'Select Payment Category', select EMD/ Tender Fee.
- e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 1,94,000/-

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

Payment of EMD amount through DD / Banker's Cheque

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs.1,94,000/- (Rupees One Lakh Ninety four Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. **6300036720** Dated 07.11.2021, Closing date 29.11.2021 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

Sl No	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

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

General Manager (Corporate Materials)
 BEML LIMITED., Room No.2
 BEML SOUDHA, 23/1, 4th Main,
 S.R. Nagar,
 Bangalore – 560 027
 KARNATAKA, India

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

- d) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority i.e., Udyam Registration Certificate for MSEs

NOTE: BIDDERS ARE REQUESTED TO ENSURE THAT THEIR EMD (DD) / EXEMPTION CERTIFICATE / ONLINE PAYMENT RECEIPT & INTEGRITY PACT TO BE DISPATCHED WELL IN

ADVANCE OR SEND THROUGH MAIL TO cmtenderbox@beml.co.in BY INDICATING THE BID INVITATION NUMBER.

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

Duly signed Integrity Pact (I.P.) to be signed and sealed to be mailed / Post along with EMD/MSME Udyam certificate as per format attached (Annexure) . Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an 'Integrity Pact'. The Integrity Pact envisages an agreement between the prospective bidder and the Company committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those Bidders, who have entered into an Integrity Pact with the Company, would be eligible to participate in tendering with the Company. The specimen of the Integrity Pact which is part of tender documents is enclosed at Annexure–C and same has to duly filled and signed with seal by the authorized signatory of the bidder along with signature of witnesses indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed Shri E. K. Bharat Bhushan, IAS (Retd.) and Shri Akhilesh Kumar, CES (Retd.) as Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri E. K. Bharat Bhushan, IAS (Retd.)
Flat No. 5151, Sobha City, Puzhukkal,
Thrissur, Kerala - 680 553.
Ph: +91 9400797777
Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)
1042, B-1, Vasant Kunj (Near Fortis Hospital)
New Delhi - 110 070.
Ph: +91 9811420440
Email : er.akhilesh@yahoo.co.in

PART -B: Submission of Technical Bid through SRM Portal.

PART -C: Submission of Price Bid

Please upload the following documents in the SRM portal

Technical Criteria

Mandatory requirements

Sl. No.	Criteria Details	Documents required to be uploaded in collaboration folder on SRM in PDF format (for evaluating the criteria *)
01.	General Data in respect of your Company (i.e., company profile).	Undertaking document as per the Annexure-A duly signed with seal to be uploaded.
02.	Declaration stating that your firm is not banned / blacklisted / debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Annexure-B duly signed with seal to be uploaded.
03.	<p>The average annual Turnover for the last 3 financial years, i.e., 2018-19, 2019-20 & 20120-21 shall not be less than Rs.30 Lakhs.</p> <p>In case, audited financial results of 2020-21 has not been declared by the agency before the closing date of tender, financials signed by the Chartered Accountant to be provided.</p>	<p>For financial year 2018-19 Rs. 2019-20 Rs. 2020-21 Rs. (* figures should be indicated above for year wise as appearing in audited financial statements) Please upload copies of audited Balance sheet along with the profit and loss statement for the last three (03) years duly certified by the Auditor shall be scanned and uploaded along with the Technical bid duly signed with seal of the bidders.</p>
04.	<p>Experience of having successfully completed Similar Works Contracts during last 5 years ending last day of month previous to the one in which Tenders are invited, should be either of the following:</p> <p>a. Three similar completed works costing not less than Rs 32 Lakhs OR</p> <p>b. Two similar completed works costing not less than Rs.48 Lakhs OR</p> <p>c. One similar completed works costing not less than Rs. 77 Lakhs</p>	Please upload work order copy, applicable criterion (i.e., a, b or c)
05.	Performance Certificate	Please upload performance certificate/ Service completion from the customer

		against above referred contract / PO for satisfactory Services. (i.e., a,b or c as above at point number 4)
07.	The bidders should quote his / their Organization's Registration / Code number for the registrations with ESI / PF authorities.	Please upload the relevant copies.
08.	Special conditions of GST.	Please affix signature along with seal on each page and upload the documents as per Annexure-D
09.	Bidders should have their office in Karnataka State.	Please upload Address proof such as Registration Certificate, Rental Agreement.

*Relevant documents are to be meticulously uploaded by the bidder.

Important Note:

The bidders must ensure that all the documentary proofs to substantiate the tender terms are meticulously uploaded without which the bid will not be considered.

Tenders of those tenderers who fulfill all the Technical criteria mentioned above will only be considered for further evaluation. Incomplete / invalid tenders are liable for rejection.

The bidders/ tenderers shall visit the site and acquaint themselves with the conditions of the work prior to submission of tenders. Please note that no claims will be entertained later on the grounds of ignorance. You may contact **Mr. Sridhar Illur, Asst. General Manager, Management Services, Corporate Office, BEML Soudha, BEML Ltd., Bangalore @ 080-22963115 / 9880174175** for any clarification before submitting the bids.

PART-C : SUBMISSION OF COMMERCIAL BID THROUGH SRM PLATFORM

a) Commercial Bid to be submitted through **SRM Platform**.

b) Commercial bid of only the technically accepted offers (as per Part-B) will be opened subsequently.

Description	Charges per Working Day (without GST) Rs.
HOUSEKEEPING WORKS CHARGES PER WORKING DAY (Without GST)	
Housekeeping Charges per Working Day for the Scope of Work as indicated, at BEML Soudha and Unity Buildings, Bangalore.	

Minimum Wages as per Central Government Notification vide ref. F.No.1/20(3)/2020-LS-II dt. 23.04.2021 and amendment thereof to be paid to the Labour, engaged in the Contract.	
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Note : GST will be paid Extra

*Service Charges shall be inclusive of “Prescribed Uniforms (Pant / Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals” which are to be provided by the Contractor as per details given below:

Uniform: 2 sets per year

Shoes & Chappals: 1 pair per year

Socks: 2 pairs per year

Wherever essential, contract labourers to be provided with hand Gloves, Visor, Face mask, Electrical Shoes, etc., by the Contractor.

The quoted prices are firm and fixed for a period of 2 Years.

The Minimum Materials required for House Keeping as indicated at para () should be ensured.

Mechanised equipment's may be used as and when required, to keep the premises clean and tidy.

Note:

1. Contract value per year will be worked out approximately for 313 working days for the contract period of two years.
2. Contract value per month will be worked out based on the number of actual working days in that particular month.

SCOPE OF WORK:

Area for Upkeep and maintenance work at the premises – BEML Soudha & Unity Buildings at Bangalore.

SLNO	DESCRIPTION	BEML SOUDHA	UNITY BUILDING
01	Floor Area	6064 Sqm	1355 Sqm
02	Wash Rooms / Toilets	36 Nos	06 Nos
03	Roads Open Area	5150 Sqm	-

Daily Basis:

Cleaning:

Cleaning of tables, chairs, Computer desktops, partitions, etc., in all the above office area **daily once**, before office scheduled timings.

Sweeping and Mopping:

Sweeping, mopping and clearing of dustbins in all the above office area **daily once**, before office scheduled timings by 8.30 hours.

Sweeping and mopping in all the above area open corridors **daily once**, before office scheduled timings by 8.30 hours.

Cleaning outside area, Sweeping of roads, Pathways in all the above area **daily once** to keep neat & tidy always.

The swept materials shall be collected and kept in the box / dust bin outside the building.

Cleaning of toilet / Storm Water Drains:

Work involves cleaning, washing the toilet blocks including urinals, wash basins, water closet pans, tiled surfaces etc. **thrice a day** at 08 hours, 12 hours and 15 hours and keeping the area neat & clean always with soap water / phenyl of specified proportion etc., to maintain good hygienic condition.

Liquid soap with dispenser and dish washer should be always in filled condition, should be ensured in toilets

Any blocks in sanitary chambers or sanitary line have to be cleared immediately & maintain storm water drain

Signature of Labour involved, Supervisor with timings for completion of the cleaning of Toilet to be kept in the toilet as per the specified format and same should be handed over at the end of the week to administrator.

Twice in a week Basis

Rodent menace: To be controlled by placing rat traps and gum plates twice in a week. To be cleared off after 2 days or when in case of any trap.

Fogging: has to be carried out for mosquito eradication twice in a week.

Weekly Basis:

Cleaning of cup boards, fans, etc., in all the above area, once in a week or as & when directed in specific areas.

Removal of Cobwebs:

Work involves removal of cob-webs in all the above area & open area, or as & when required in specific areas.

Cleaning of Doors, Glass Shutters etc.,

Cleaning of doors, glass shutters of windows / ventilators etc., at all the above area & open corridor areas once in a week, or as & when required in specific areas.

Roof & Chajja Cleaning including trimming of Small Branches:

Work involves cleaning of all building roofs, chajjas, water outlet pipes for free flow of water, scooter/car parking area once in a week, or as and when required.

Pest Control: Spraying with eco friendly chemicals has to be done once in a week, for eradication of both household & open area pests.

Once in Three months, General works:

Works involves Cleaning of Ground water tanks, sumps, overhead tanks, static tanks or any other jobs assigned by the In-charges at various locations once in three months or as & when required, including on holidays / working days during exigencies.

Shifting of wastage & Salvage materials to Bangalore Complex as and when required.

**House Keeping Materials – To be provided sufficiently, as per the details below.
Considered Rates are as indicated.**

Sl. No.	Item Description	Quantity	Rate Rs/item	Amount
A	MONTHLY REQUIREMENT			
1	ACID (01 litre bottle)	2	92	184
2	AIR FRESHNER (Odonil 50 gm)	32	35	1120
3	BLEACHING POWDER (1 kg)	2	20	40
4	BRASSO (500 ml)	3	285	855
5	CARPET BRUSH	1	135	135
6	COBWEB BRUSH	4	195	780
7	COCONUT BROOMS	9	40	360
8	COLIN SPRAY (500 ml)	15	85	1275
9	DETTOL (500ml)	5	110	550

10	FLOOR MOP CLIP AND FIT SET	20	240	4800
11	FLOOR MOP REFILL	9	50	450
12	FLOOR SQUEEZER	10	100	1000
13	GARBAGE BAG (Small) 15 pc. Pack	12	40	480
14	GARBAGE BAG XL 15 pc. Pack	84	105	8820
15	GLASS SQUEEZER	2	245	490
16	HAND BRUSH	2	110	220
17	HANDWASH SOAP LIQUID (Fem, Lifebuoy) 5 litres cans	7	750	5250
18	HARPIC (500 ml)	36	89	3204
19	HIT OR MORTEIN (300 ml)	10	194	1940
20	KITCHEN CLOTH	30	25	750
21	MOP CLOTH	30	20	600
22	NAPHTHALENE BALLS (1 kg)	2	200	400
23	PHENYLE (Flora Green make) 1 litre bottle	12	350	4200
24	PLASTIC SCUBBER	30	10	300
25	ROOM SPRAY (Premium or branded make)	20	120	2400
26	SCORTCHBRITE (Big)	30	15	450
27	SOAP OIL (IClean Multi purpose cleaner make) 5 litre cans	12	850	10200
28	SOFT BROOMS	25	35	875
29	SOFT NYLON BRUSH	5	40	200
30	SPONGE	10	40	400
31	STEEL WOOL	10	10	100
32	TOILET BRUSH	15	40	600
33	TOILET ROLLS	160	24	3840
34	URINAL CAKES (Hygiene)	48	15	720
35	VIM or EXO POWDER (1 kg)	8	25	200
36	YELLOW CLOTH	30	20	600
37	LIZOL (500 ml)	10	100	1000
38	DOMEX (500 ml)	10	90	900
39	VIM LIQUID (250 ml)	10	45	450
	TOTAL			61138
B	Should be available in sufficient quantity to carry out Housekeeping works			
40	BUCKETS			
41	DUST PAN Small			
42	MUGS			
C	AS PER REQUIREMENT			

43	Chemicals as required for Rodent Control, usage as in Scope of Work			
44	Chemicals as required for Pest Control, usage as in Scope of Work			
45	Chemicals as required for Fogging, usage as in Scope of Work			

Note:

1. All the above works are to be treated as one Job and the contractor to use sufficient Man power, Materials & Machines to attend the work & keep all the listed areas clean & hygienic.
2. The contractor has to use standard brand materials for cleaning & should keep sufficient stock of the same.
3. Mechanized equipments may be used as & when required.
4. Deduction will be done for Short Supply of monthly Materials.
5. Reports: Various records & reports needs to be maintained & generated by the agency within the time frame specified both in soft and hard formats.

TERMS AND CONDITIONS FOR THE CONTRACT

1. The contract shall be for a period of Two years.
2. BEML Limited shall reserve the right to short close the contract by giving One month notice or without notice for breach of contract or without assigning any reason whatsoever.
3. Periodical rotation of the personnel deputed should be ensured.
4. The age of the personnel engaged should be preferably below 45 years.
5. No conveyance / accommodation shall be provided by the Company.
6. Personnel engaged shall be on duty in the shift of 8 hours duration.
7. In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
8. Personnel engaged should ensure perfect discipline and behaviour and diligent performance of duties and in no circumstances, they may cause any interference, annoyance or nuisance to the officials of the Company.
9. The Personnel shall report for the duty in uniform and shoes, which are to be provided by the Agency / Contractor.
10. Canteen facilities - tea & coffee will be provided for the personnel who are on duty, twice a day free of cost.
11. The Supervisor should ensure control over their personnel, reporting of personnel, their derailment, etc.
12. The agency should make their own arrangements to provide accommodation to their staff.
13. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc., (But payment will be made only for the day of attendance to the duty).
14. Agency should provide all equipment in good condition, as per requirement.
15. Safety Belts, Safety Equipment's shall be provided.

PAYMENTS:

1. Payments to the Labourers engaged should be made on or before 7th of each month through bank against the services rendered during the previous month, after certification of the satisfactory completion of the job during that month duly recommended by the Management representatives. No deductions other than statutory shall be permitted.

The payment to the contractor shall be released within 7 days from the date of submission of bills by the contractor to HRD the Management Services Department and all efforts shall be taken to clear the bills at the earliest subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the monthly wages / salary to his labourers within the prescribed time limit i.e., on or before 7th of each month for disbursing the wages in accordance with the Contract Labour (Regulation and Abolition) Act, without correlating to his monthly bills. Such payments will be made through bank account.

2. The Contractor shall ensure that all the staff engaged by him and deputed are covered under ESI Act / PF Act. The list of such staff shall be submitted to the Management Services Department.
3. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from Management representative concerned.
4. The contractor should submit the bills (i.e. Inclusive of employers' contribution towards PF, ESI, EDLI, etc., along with the filled in PF, ESIC challans only in case of BEML works to The Management Services Department latest by last working day of the month. Delay in submission will automatically result in delay of release of payment. However, contractor should ensure payment to the labourers on or before the 7th of every month. Contractor has to ensure that all the personnel engaged have opened bank accounts in individual names and payment to be made through Bank within one month from the date of awarding contract.
5. The contractor has to maintain Register of Wages, Muster Roll, ESI Contribution Register and all other Registers, Returns as per statutory requirements and the same shall be audited by BEML Management and shall be produced to authorities, when demanded. In addition, the register of wages shall be in the format as prescribed by Contract Labour (Regulation and Abolition) Act 1970, Form –XVII, Form-22 under the Payment of Wages Act, Form-7 under ESI Act and no column left blank except those of date of disbursement of Wages, Signature of Contractors and Management Representatives and Contract Personnel on the document. On receipt of valid claim from the Contractor duly certified by the Management Representatives in HR Department, Accounts Department online payment will be made for the Net Payable amount to Contract Labourers subject to fulfilment of statutory requirement.

6. Disbursement of wages will be made to Individual Bank Account, and Statement shall be provided.

Penalty Leviable on Service Charges:

Sl. No.	Description	Penalty Leviable on Service Charges	Maximum Penalty Leviable on Service Charges
01	Should cover all the Contract Workers under CONTRACTOR ALL RISK COVERAGE POLICY	Monthly bills will be with held, till producing policy.	0.5% of monthly contract bill will be deducted per week subject to max of 2% of the contract bill in each month
02	The Contractor shall obtain Labour Licence from the competent Authority within 30 days of issue of Work Order and submit to Officer – in – Charge, irrespective of number of labours are being engaged.	0.3% of the monthly contract bill will be deducted per week.	1% of the monthly contract bill
03	Uniform, Socks & Shoes (Personnel Protective Equipment's wherever applicable) to be issued within 30 days from the date of release of the work order.	0.5% of monthly contract bill will be deducted per week of delay	2% of the monthly contract bill
04	Monthly wages to be paid on or before 7th day of every month If delay in making payment.	0.5% of monthly bill for every 1 day of delay from the contract bill	5% of the contract bills.
05	The Contractor shall engage labours who have valid Police Verification Certificate. If not, should apply with the concerned authority before engagement and obtain certificate within 30 days.	0.5% of the monthly contract bill in first month.	1% of the monthly contract bill from 2 nd month onwards.
06	Bank A/c opening & payments through BANK within one month from the date of awarding contract.	Monthly bills will be withheld till payment is made through Banks.	
07	Delay in remittance / filling of returns of PF /ESI contribution / periodical returns to Labour Authorities. GST Return & Taxes.	Till the remittance of contribution / filling of returns monthly basis - PF Contribution, ESI Contribution and Monthly bills will be withheld.	
08	Minimum Wages as per Central Wages to be paid to the labourers engaged.	Monthly payment will be held, till payment.	
THINGS TO BE TREATED AS COMPLAINTS			

09	Minimum one Supervisor should be available on any working day	If there is any short fall, a penalty of Rs.1000/- will be imposed per man day
10	Sufficient Labours should be available & In case of any complaint towards Non performance of the assigned job on any working day.	1 % of monthly RAR bill value for every complaint
11	Any shortage of materials any day (material as per rate & quantity supplied) Deduction will be made accordingly	Proportionate deduction will be done from the pending bills as recommended by contract in charge.
12	Any complaints received (over & above 9, 10, 11) per month from the user departments, regarding non satisfactory performance of any of the works as detailed in the scope of works	a) Less than 5 Complaints - 1% monthly bill b) 6 to 8 complaints - 3% monthly bill c) 9 to 10 complaints - 5% monthly bill d) More than 11 complaints - 10% monthly bill

OTHERS

After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, the agency forfeits its BG & such agency's orders will be cancelled without any notice, apart from initiating legal action.

BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.

The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

Fax/email quotations are not acceptable.

PERIOD OF VALIDITY OF BIDS

1. Bids shall remain valid for 90 Days from the date of bid opening.

In exceptional circumstances, BEML may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

2. The Company shall be entitled to forfeit the whole or any part of the Security Deposit / Performance bank Guarantee for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.

3. Quotation without EMD or insufficient EMD will be rejected outright.

4. Performance Bank Guarantee (PBG):

The successful tenderer, before commencement of the Contract will have to furnish a Performance Bank Guarantee for 10% of the Contract value from any Public Sector Bank, to ensure safe operation of the contract. The Bank Guarantee should be valid up to 3 months AFTER EXPIRY OF THE CONTRACT covering the claim period. The Bank Guarantee (without any interest) will be returned to the contractors after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract. The decision of the Chief General Manager (Finance), Corporate Office, Bangalore will be final with regard to the encashment of Bank Guarantee.

5. The Company (M/s. BEML Limited) reserves the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.

6. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender.

7. PERIOD OF CONTRACT: The contract shall remain in force for a period of TWO YEARS from the date of commencement of the contract with an option for the company (M/s BEML Limited) to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above works, if required.

8. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and all other statutory requirements.

9. LICENCE: The successful tenderers should submit valid license issued by the Competent Authority under Contract Labour (R&A) Act 1970, before commencement of job after receiving the Form V, on awarding of Contract. Contract will be deemed cancelled in case the required license is not produced within the period of 15 days and BEML Limited will have right to place the contract on other contractors as per its discretion at a later stage at the risk and cost of the contractor duly forfeiting the EMD from the successful Contractor, who has failed to produce the requisite licence within the prescribed time limit.

10. PAYMENT OF MINIMUM WAGES:

The Contractor shall ensure payment of Minimum Wages prescribed by Central Government from time to time to the staff engaged through the Agencies.

11. The Contractor should maintain all Registers and Records / Returns required for ESI / PF payment, Payment of Wages Act, Minimum Wages Act, Bonus Act, Contract Labour (R&A) Act

1970, etc and under any other statute and produce them for verification as and when called for by the Company / Inspecting authority.

The copies of challans for having remitted ESI and PF contributions only in case of BEML Contract shall be enclosed to the bills along with the statement / returns as applicable showing the recoveries etc. for auditing the wage bill for that month without exception and the same should be co-ordinated by the HR Department of Corporate Office, Bangalore.

12. The Contractor shall duly observe the provisions of the Contract Labour (R&A)Act-1970 and the rules there under and also the provisions of all other laws, including Industrial Dispute Act, Factories Act, Employees State Insurance Act, Employees Provident Fund and MP Act, Payment of Minimum Wages Act, Gratuity Act, Payment of Bonus Act as may be applicable to him and his Employees and keep the Company (BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his Employees on any account against the Company.

13. The Labourers employed for executing the work in this contract shall be trained, healthy and able bodied persons, capable of doing the work for which their services are intended. They shall be above 18 years and preferably below 45years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.

14. The labourers are liable for verification of their Character and Antecedents. However, the Contractor should ensure supply of labourers with clean Character and Antecedents.

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

16. ACCIDENT

a. The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI Act and PF Act from the very 1st day of the engagement.

b. The contractor will make proper arrangements for medical attention and treatment to the staff.

c. The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.

d. In respect of disputes arising under this contract or connected, the court situated at Bangalore alone shall have jurisdiction to entertain and adjudicate the matter.

GENERAL TERMS & CONDITIONS:

Purchaser/Company refers to "BEML" and Contractor/Supplier refers to "Successful Bidder" in this tender.

(i) ARBITRATION :

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

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and

application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

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

(ii) FORCE MAJEURE CLAUSE:

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

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

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative

arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES:

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

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

(v) 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.

(vi) JURISDICTION

Courts at 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 the Company and the Supplier.

(vii) 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.

(viii) 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.

(ix) DURING ARBITRATION

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

(x) 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.

(xi) 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.

(xii) 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.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

SEXUAL HARASSMENT:

The Agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

(xiv) 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 successful bidder:

The successful bidder (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 successful bidder (s) will not commit any offence under the relevant Acts. The successful bidder (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 bidder (s) will not enter with other Firm (s) / bidder (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the bidder(s), before award or during execution of the Service 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 successful bidder (s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

SPECIAL TERMS AND CONDITIONS:

1. Contractor has to make payment to the Labours as per the Central Minimum Wage Act. Any hike in wages, DA & corresponding increase in statutory levies etc has to be borne by the contractor during the contract period.
2. The contractor shall pay the wages to the workers on or before 7th of every month without fail.

3. Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers and work certification from the user department for processing of the monthly bills. Payment will be made within ten days against the submission of all documents as detailed above.

NOTE : Similarly contractor has to submit the GST challan having submitted the GST, & filing the return (uploading the data into the GST portal) on monthly basis.

4. The contractors shall maintain registers as per Gazette notification no. 126 dated 21-02-2017 (ie., Form – A, B,C,D & E)
5. The Contractor shall obtain labour licence from the competent authority (Central Government) within thirty days of issue of work order and submit it to officer – in –charge.
6. The contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. The Contractor shall also provide to the EIC, a Consolidated statement showing the month- wise summary statement of the payments made against each labour.
7. The work shall be carried out in all the areas & offices, Labour shall be engaged ON ALL WORKING DAYS as per requirement and as directed .
8. Minimum 1 nos supervisors & SUFFICIENT no of manpower should be available on any working day (Please indicate the no of manpower proposed for records)
9. The contract will be in force for a period of two years from the date of commencement of the contract & further, the contract may be extended for a period of one more year on mutual consent basis by keeping all the rates terms & conditions of Purchase order as constant..
10. The contractor shall engage labour s who have police verification certificate if not should apply with the concerned authority before engagement and obtain certificate within 30 days

BID No. **6300036720**

Date: 07.11.2021

Details to be filled / uploaded by the Participating Firm / Agency.

Sl. No.	Description	Details to be filled / uploaded	
	Name of Firm / Agency		
	Name of the owner of the firm / Agency		
	Address of the Firm / Agency		
	Postal address for correspondence (with name of the contact person) with telephone number, fax and e-mail ID		
	GST Registration Number	Please upload copy of GST registration certificate	
	PAN details of the firm / agency with a copy of PAN Card	Please upload copy of PAN Card.	
	Please indicate your licence No. (Presently applicable in other company) under Contract. Labour Regulation and Abolition Act 1970 & the rules there under.	Please upload the details.	
	Details of Annual Turnover for the previous 3 years i.e., for the period FY 2018-19, 2019-20, 2020-21 (in Rs. Lakhs)	Financial Year 2018-19 2019-20 2020-21	Annual Turnover

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BID No. **6300036720**

Date: 07.11.2021

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure-C

(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crore)

INTEGRITY PACT

Between

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

and

..... hereinafter referred to

as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender

process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

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

mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure J-1.

- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

Section 7 – Criminal charges againstviolating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

- (2) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /

Subcontractor(s) with confidentiality.

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

Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of BEML.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

 (For & On behalf of the Principal)

 (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
 (Name & Address) -----

Witness 1:
 (Name & Address) -----

Witness 2:
 (Name & Address) -----

Witness 2:
 (Name & Address) -----

Annexure - D**Special Conditions arising out of implementation of GST**

(Which is to be signed and submitted along with the offer) Tax Indemnity Clause

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

GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document.

Further the supplier declares to raise the prescribed documentation governing the movement of goods.

9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.

10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.

11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.

12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.

13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.

14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.

15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.

17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____