

Bid invitation

Information

Description:EMCP/1050011232/Eradication-
Beehives/KGF
Bid invitation number:6300038125

Bid invitation rules

Bid invitation currency: INR
Timezone: INDIA
Submission period: 24.11.2022 14:00:00
Created On: 14.11.2022 02:39:44

Bid invitation text:

Sub : Works Contract for Eradication of Bee- Hives in EMD, H&P, R&D & Colony areas at BEML Ltd, KGF Complex.

Firm is requested to submit the commercial details in Item Data only. Any item specific remarks / comments can be mentioned in "Bidders Remarks" column under Item Data.

Please contact BEML SRM Team for getting user ID & password / clarification during the submission of bid through SRM / guidance on submission of bid in SRM system.

Phone : (080) 22963269 / 22963141

e-mail ID : admin.srm@beml.co.in

Please contact Contract Purchase, EM Division, BEML, KGF for any clarifications.

Phone : (08153) 279365

e-mail ID : emekgf@beml.co.in

Note :

1. This is a requirement of BEML Limited, KGF Complex, Kolar Gold Fields - 563 115.
2. Firms are requested to submit their bid.
3. Firm to quote UNIT RATES only (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ. Unit rates EXCLUDING GST are to be entered in the BEML SRM system, only in the 'Item Data'. Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data'.
4. In case of any doubt regarding submitting the quote, don't assume, please contact the concerned officer as

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indicated in the tender and quote correctly.

5. Bid should be for the complete scope of work specified.

6. Payment Terms will be against certification of user department. (SRM code = L046). Bidder is requested to indicate / select the same while quoting the commercial bid.

7. Please follow the instructions mentioned below for submitting Bid.

a) Use Internet Explorer (IE 8 and above)

b) Open BEML home page - <http://www.bemlindia.in>

c) Click on Purchase > e-Procurement (SRM)

d) After Logging in, you to see the Tenders available to you.

e) Click on "Notes and attachments" to see the details of terms & Conditions and Specification of the Item.

8. Valid Class 3 Digital Signature and Encryption certificate is mandatory for submission of bid in SRM e-Procurement System.

9. Bidder is requested to indicate price break-up details, if any, in "Price conditions" of the "Items".

10. Bidders may indicate any additional details for the above requirement in the form of attachments in the "Notes and attachments".

11. Delivery Term : This is a Service requirement. Service is required at BEML Ltd., KGF.

12. Validity : Bid should be valid for 90 days from the date of closing date of tender.

Scope of Work :

i) Work for eradication of Bee- Hives has to be cleared by spraying the chemicals only during night times from 17.30 hrs onwards & the complaint to be attended within 48 hours after complaint.

ii) One Job means any Number of Bee-Hives removal at one location.

iii) After eradication of bees, the comb has to be removed & disposed to nearby dust bins.

iv) Eradication of bee-hives has to be carried out at any location. i.e., inside shop hangers, office buildings & trees, etc.

v) Sufficient help will be rendered by the company for contractor personnel to reach heights inside factory premises & by estate office for Colony complaints.

vi) In the event of any accident/ injury/disablement to the labour/contractor, the contractor shall pay required compensation legally payable to the concerned work man/dependant in addition to the medical treatment.

vii) Contractor shall take Contractor all risk insurance policy to cover the period of contract.

viii) Contractor shall use all safety equipments while executing the work.

ix) Terms of payment-Payment will be released after satisfactory completion of work and certification by user department (once in two months).

Note : (a) Contractor has to study and understand complete scope of work involved for the works to be carried out and terms & conditions before quoting the tender.

(b) Non performance of above job in any area will lead to deduction proportionately from the bills payable.

(c) Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from user department.

(d) Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.

Special Terms and Conditions:

1. Bee-hives shall be cleared off in EM Division, H&P Division, R&D Centre & Colony areas at BEML Ltd, KGF, in the location like shop hangars inside and outside elevated points like trusses, girders, north light glasses, columns,

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beams, Asbestos/RCC building roof, etc and in tree branches, Electric poles, overhead tanks, building tops cantilever or any locations at any heights within BEML boundary by spraying approved chemicals on the colonies/comb formations with necessary apparatus and removing the bee hives formed by destroying and killing the bees including removing the wax formation. Further grease is smeared on the spot where bee-hives are formed.

2. All labour and material required for the work shall be arranged by the contractor.

3. Code of practice shall be followed for use and storage of chemicals used for eradication of bee-hives.

4. The entry and exit of work men into the factory area is controlled by the security authorities of the company. The contractor shall strictly adhere to the timings of entry and exit laid down by the authorities and the quoted rate is deemed to include for the same.

ACCIDENTS, INJURIES AND DAMAGES:

a) From commencement to completion of the work the contractor shall take full responsibility, taking precaution to prevent the loss or damage to life and property. Contractor shall be liable for any damage or loss that may occur during the progress of the work. In addition the contractor shall also be responsible against all loss and claim of injuries or damages to any person which may arise during the progress of the work. For this purpose contractor shall take Insurance Policy to cover the risk for the period of contract (Contractors all risk policy). In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance & submit the same to BEML before commencement of the contract.

b) In the event of any accident/injury/disablement to the labour/supervisor the contractor shall arrange to pay the required compensation legally payable to the concerned workmen or his/her dependent in addition to the medical treatment and assistance.

c) All safety equipments like hand gloves, safety belts, face mask, PVC/rubber costumes, etc to be arranged by the contractor to protect the workmen. Safety work permit has to be obtained from the safety department before commencing the work. Safety against chemical reaction to the workmen shall be taken care of solely by the contractor.

d) The Contractor is to take all safety precautionary measures all as required /prescribed by the Chief Inspector of Factories in connection with the execution of the work.

e) Utmost care should be taken to avoid injury damage of equipment /machinery of BEML, if so caused due to the negligence or otherwise by the workmen, the same shall be made good by the contractor. Precautions like shutting down of electric power etc to be taken prior or commencement of work.

f) If the work is not carried out satisfactorily, the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The contract may be short closed at any time is so ordered by the In-charge, Civil Maintenance on behalf of the company.

PAYMENT: The contractor shall submit bills once in two months on satisfactory performance of the stipulated number of operations in eradicating bee-hives, to Contract In- charge, Civil Maintenance, EM Division which will be processed and forwarded to accounts department for payment.

The contractor has to ensure satisfactory completion of the work within the specified time. In the event of the contractor failing or neglecting to carry out the work as specified and as required by the company. Tenderer to acquaint with the site conditions of the premises before quoting.

GENERAL TERMS AND CONDITIONS:

1. THE TENDER IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES : Contractor shall not assign or make

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over the contract to any other person or underlet or make sub-contract with any workmen for the execution or any part of work, but shall employ his own workmen for the labour thereof who shall be paid by the contract wages by the day. And contrary to this clause the company shall be at liberty to terminate the contract.

2. PERIOD OF CONTRACT :

- a) The Contract is for a period of TWO YEARS from the date of commencement as per the work order with an option of the company to extend it for further period/s on the same terms and conditions with the mutual consent of the contractors. Notwithstanding anything contained herein the contract may be terminated by the company any time by giving one month notice in writing for breach of contract on the 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 any damages for such terminations. The company also reserves the option to award parallel contract for the above work if required.
- 3) Contractor has to engage adequate number of labours for the subject work.
- 4) Contractor has to submit work certifications from Civil Maintenance of EM Division, H&P Division & Estate Maintenance for processing of bills. Contractor shall submit bills after satisfactory completion of the work. Payment will be made against the submission of bills and certification.
- 5) GST is applicable as per prevailing rates. GST is applicable on gross amount payable to the contractor. Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal).
- 6) Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for his labours.
- 7) 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.
- 8) Quantity indicated in the BOQ is two years requirement.
- 9) BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.
- 10) Canteen facilities may be extended on cost basis as per the norms of the company.
- 11) LABOUR ACTS : Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Engineer-in-charge. Contractor shall remain liable for the payment of all wages or other remuneration to his labors or employees under the payment of wages act-1936, Employees liability Act 1933 workmen's compensation act 1923, ESI Act 1948 or any other acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.
- 12) Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.
- 13) All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.
- 14) 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.
- 15) 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.
- 16) BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of

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the contract. BEML's decision on any matter regarding short listing of bidders shall be final.

17) BEML reserves the rights to:

I. Accept or reject any or all proposals.

II. Waive any anomalies in proposals through an addendum.

III. Modify or cancel RFx / Tender Enquiry

18) BEML Ltd's decision is final for evaluation of the offers.

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

20) Uploaded documents in the SRM Portal should be legible & readable. If required, entire original documents (Uploaded Documents in SRM Portal) have to be submitted, if asked for, within time frame specified at the that time. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

21 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.)

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

23) Price & Invoicing : Agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. 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

24) Risk purchase clause: In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.

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

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

(ii) Defaulting Contractor shall be served with notice of re-purchase

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

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

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

27) Contract variations - Increase or decrease in the scope of supply: Purchaser may vary the contracted scope. If the Vendor 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. Supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease

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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.

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

29) 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.

30) Prices charged for the services rendered under this P.O by the vendor shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.

31) Termination of Contract : Should there be any default on the part of the firm in the satisfactory execution of the contract and if the performance continues to be unsatisfactory inspite of two written warnings, the contract is liable to be terminated without any further reference to the vendor at the absolute discretion of BEML in addition to the levy of penalty / recovery of extra expenses incurred for making alternate arrangements as per absolute discretion of In-charge, Civil Maintenance department, EM Division, BEML Ltd., KGF.

32) Notwithstanding anything stated in this contract, In-charge, Civil Maintenance department, EM Division, BEML Ltd., KGF, will have the right to terminate the contract without notice and without assigning any reason, if he is of the opinion that the vendor is negligent in rendering services in terms of this Contract or the services rendered are not satisfactory.

33) Firms Responsibility / Liability: The vendor shall always be regarded, as an independent vendor for execution of contract and their employees shall not at any time regarded as BEML's employees. BEML shall not be liable / responsible for any damage / loss or injury, if any, caused to the life or property of any person/s by reason of any acts of commission or negligence on the part of employees of the vendor.

34) BEML shall not be liable / responsible for the claims, if any, of the employees of the firm under Workmen Compensation Act or any other enactments. The firm shall keep BEML fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against BEML.

35) The firm shall be responsible to BEML for the good behaviour of his personnel whilst they are in the BEML's premises. Vehicles and personnel of the vendor entering the BEML premises will be subject to scrutiny, check and other rules framed by BEML, vendor shall also ensure good behaviour with our customer at the time of giving delivery of equipment.

36) The vendor shall hold BEML harmless and indemnified against all claims for damages (inclusive of legal costs in connections therewith) whether arising in consequences of personnel injury or death (irrespective of whether such claims arises in accordance with the provisions of the latest workmen's Compensation Act or any other Law in force) or to any other property by accident, negligence or otherwise arising out of and in the course of execution of the contract. And if any amount is made payable by BEML, the same shall be reimbursed to BEML immediately on receipt of a claim or the same shall be recovered out of any of the amounts due to the firm.

37) During the pendency of the contract, the firm will be responsible for the safety of all the persons and BEML's property within the vicinity of the works. If there is any loss to BEML due to the negligence or fault of the firm or its employees or representatives the vendor shall compensate BEML for such loss as assessed by BEML.

38) BEML shall not be liable for any action direct or indirect that may be instituted by any person or body of persons or Government against the firm in connection with the entrusted to them for execution or any consequent liability and the firm shall keep BEML fully indemnified in that behalf.

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- 39) GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.
- 40) Under all circumstances the vendor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions
- 41) In the event of contract labour, the firm is responsible for implementing the provision of the contract labour act in total and also responsible for any repression arising there from non compliance thereof.#
- 42) 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 vendor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring transporters 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 transporter and at its option also be entitled to terminate the contract.
- 43) Due date for submission of tenders may be extended by BEML, in its sole discretion, which shall be announced as corrigendum to original NIT only at BEML Limited's website. Validity of bids submitted shall be deemed to be extended accordingly.
- 44) 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
- 45) Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for as specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time & also at any stage of finalization of the subject tender irrespective of status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings & will be communicated suitably. They will not be considered for any ongoing tenders even if participated till the hold is officially lifted & confirmed in writing.
- 46) Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals
- 47) Canvassing in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.
- 48) Supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. 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.
- 49) Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for further periods on the same terms and conditions with the mutual consent with the firm & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the firm. Firm shall not be entitled to claim any compensation or any damages for such termination.
- 50) Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.

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51) There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, Supplier has to accept the cancellation. BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

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

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

54) The firm shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. Firm shall guarantee that the services rendered correspond exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Firm shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Firm shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Firm 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.

55) If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced

56) Non-waiver of defaults : If any individual provision of the Contract is invalid, the other provisions shall not be affected. 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.

57) Integrity commitment in the execution of contracts : (a) Commitment by Purchaser : Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

b) Commitment by the Firm: Firm (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. Firm (s) will not commit any offence under the relevant Acts. Firm (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. Firm (s) will not enter with other Bidder(s) / Firm (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Firm (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 Firm (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

58) Intellectual property rights; licenses : If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise

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due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. 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. Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard & shall reimburse Purchaser for any damages suffered as a result thereof.

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

60) 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. 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.

61) Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage : During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc.

The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

62) Period of Contract : 24 Months.

It will be presumed that the participating firm will be accepting all terms & conditions mentioned in this bid invitation.

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Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1	Basic Price	Eradication of Bee-hives at BEML Ltd.,KG	INR		100 JOB