

BEML LTD
(A Government of India Undertaking)
New Thippasandra Post, BANGALORE – 560 075.
Tel.25022638, 25348770, Fax: 25245545

Tender No: 6300038259

Date: 07.02.2023

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR

"Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore."

BID SUBMISSION DATE ON OR BEFORE 22.02.2023 BY 2 PM

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1. INTRODUCTION

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment. BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

The objective of this proposal is to solicit competitive offers for

“Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore.”

2. SCOPE OF THE PROJECT

The scope project will be for **“Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore.”**

Refer **Annexure A** for more details.

3. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid on BEML SRM. 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 only (http://www.bemlindia.com/tender_hq.php)

Note: To participate in this e-tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

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

Part A – Submission of Pre-qualification Bid i.e. Submission of EMD amount along with duly signed Integrity Pact (Integrity Pact is applicable if the Contract value is more than Rs. 1.00 Crore)

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)

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PART A – PRE-QUALIFICATION BID i.e. submission of EMD & Integrity pact

Pre-Qualification Bid: EMD through on line e-payments / EMD waiver for MSME/NSIC registered firms along with duly signed Integrity Pact (Integrity Pact is applicable if the Contract value is more than Rs. 1.00 Crore) before the closing time & date. Details of EMD online payments / documents of MSME / NSIC (firms claiming EMD waiver) & Integrity pact have to be submitted through E-mail to rmm1@beml.co.in and rmm1.nagaraj@beml.co.in before the tender closing date & time.

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

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

- Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
- Read the Disclaimer Clause and click on “check box” to proceed for payment against EMD and Click “Proceed”.
- In ‘Select State’ dropdown Option, Select “All India”
- In ‘Type of Corporate / Institution, select “PSU-Public Sector undertaking” and Click on the “Go” button.
- In PSU-Public Sector undertaking- Name dropdown, select “BEML Limited Bangalore Complex” and Click “Submit” Button.
- In ‘Select Payment Category’, dropdown option, select “EMD Tender Fee BEML Bangalore complex”

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 **18,987/-**

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

ii. Bidder may do the NEFT payment to the following bank details

Account Number: 00000010918220589

Name: BHARAT EARTH MOVERS LIMITED

BRANCH: HAL (01114)

IFSC CODE: SBIN0001114

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

The above said EMD Exemption Certificate or Online submitted acknowledgement scanned copy shall be submitted through Email to rmm1@beml.co.in and rmm1.nagaraj@beml.co.in & mentioning **Bid Invitation No.6300038259 Dated 07.02.2023, before tender Closing Date 22.02.2023 Time 1400 Hrs.**

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Note: The Bidders who have not sent mail regarding submission of Pre Bid qualification documents **“EMD (Online / EMD Exemption Certificate) & integrity pact before closing date & time of the tender will be liable for rejection.**

As submission of the following documents is not possible sending through mail, then bidder has to upload the scanned copy of the documents in c-folder along with Technical bid.

- a) EMD Exemption certificate OR Online submitted acknowledgement scanned copy & integrity pact not submitted then the bid will be liable for rejection.

If any bidder not uploaded the above documents in c-folder along with technical bids or not received mail on or before bid closing date & time, then their bid will be liable for rejection.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. **18,987/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) Tender will be opened on closing date at 1430 hrs in presence of bidders who wish to be present.
- h) Kindly do not send any Technical bid & commercial bid documents along with pre-qualification bid (EMD details / NSIC/MSME CERTIFICATE). If any commercial/Price detail is received along with the pre-qualification bid / Technical Bid, their offer is liable for rejection.
- i) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per “Public Procurement Policy-2012” vide Gazette Notification dated 26.03.2012 based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

Forfeiture of Earnest Money Deposit (EMD)

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.

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- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- e) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and en-cashing of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

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

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

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

Ref. Sl No. 1 to 3 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be liable for rejection.

However details for remaining non mandatory clauses (Sl no. 4 to 10) also to be uploaded. In case any document / clarification required for these non-mandatory clauses the same shall be asked from the bidders.

Final technical acceptance of the bid will be based on the documentary evidence from both MANDATORY CLAUSE and NON MANDATORY CLAUSE and if a bidder fails to upload/provide documentary evidences, in such cases bid will be rejected.

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

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Ref. No.	Particulars	Details to be uploaded by Contractor/Firm
MANDATORY CLAUSES (ELIGIBILITY CRITERIA)		
1	Bidder has to upload the compliance of Bill of Quantity (BOQ) As indicated in Annexure - A	Please upload filled-in format as per Annexure - A in c- folder
2	<p>Experience of having successfully completed similar Civil works during last 7 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 each costing not less than Rs. 3,79,743.00</p> <p style="text-align: center;">Or</p> <p>b. Two similar completed works each costing not less than Rs. 4,74,679.00</p> <p style="text-align: center;">Or</p> <p>c. One similar completed works each costing not less than Rs. 7,59,486.00</p> <p>Note: In case of experience certificate obtained from other than Government organisations/Public Sectors, the same shall be supported with TDS certificate by the contractor.</p>	Documentary proof i.e. Purchase order / Work order and completion certificates . Clearly indicating the value of the order, shall be uploaded in the c- folder.
3	NIT Acceptance letter has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	NIT Acceptance letter document as per the Annexure – B shall be uploaded in the c- folder
NON MANDATORY CLAUSES		
4	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e.2019-20 , 2020-21 & 2021-22) should be minimum Rs. 2,84,807.00	2019-20 Rs. 2020-21 Rs. 2021-22 Rs Audited copies of Profit & Loss account balance sheet for previous three financial years or CA Report shall be uploaded in the c- folder.
5	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – F

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6	Copies of ESI / PF or workmen compensation policy	Scan & upload the ESI/PF or Compensation policy documents as a proof in c- folder.
7	Brief Details about the Firm	Please upload filled-in format as per Annexure - G in c- folder
8	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure –D to be uploaded
9	SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT	Please upload filled-in format as per Annexure – E in c- folder
10	The bidder / Contractor must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details / Certificate

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (3) Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
- (4) Technical bid will be considered subject to receipt of EMD or EMD Exemption certificate.

PART C - INSTRUCTION for SUBMISSION of COMMERCIAL BID – (Through e-mode on BEML SRM system)

C.1) Duly filled Bill of Quantities with PRICE as per SCHEDULE 'A' - BILL OF QUANTITIES should be uploaded in SRM portal at 'Notes and Attachments' in header level.

C.2) Price Details: Please quote the **Lump Sum Rate without GST tax in 'Price Conditions'** in SRM system.

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Price Bid: Should contain price details and other all relevant commercial issues.

The price Details **should not be given** in Technical bid. **If the firm has given any price details in the Technical bid, their offer is liable for rejection.**

Price details sent through Manual Mode/Fax/E-mail mode will lead to rejection of the Bid.

C.3) The Contractor is required to write rate in figures as well as in words. In case of any discrepancy between the two, those written in words shall take precedence.

C.4) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Contractor shall be regarded as firm and the extension shall be amended on the basis of the unit rate.

C.5) Price bid of only technically accepted offers will be opened subsequently. Incomplete/ invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

C.6) The QUOTED RATE SHALL BE DEEMED TO INCLUDE FOR 1% WELFARE CESS. ANY CHANGE IN THE APPLICABLE TAXES AS PER GOVERNMENT REGULATIONS SHALL BE BORNE BY THE CONTRACTOR.

Duly filled SCHEDULE 'A' - BILL OF QUANTITIES should be uploaded in SRM portal at 'Notes and Attachments' in header level in commercial bid C - folder.

L1 will be arrived as per the Lump sum rate quoted in Price bid conditions in SRM. Hence, Lump sum rate quoted in SRM should be in line with "Grand Total amount" in the "Bill of Quantities".

Pre-Bid Meeting:

Bidder shall inspect the site, examine and obtain all information required and satisfy Himself/herself before submission of the Tender. Ignorance of site condition shall not be Entertained by BEML at a later date.

The bidder or his authorized representative with the authorization letter of the firm is invited to Attend the PRE-BID MEETING which will take place at BEML Ltd., Bangalore Complex, New Thippasandra, Bangalore on date & time as stated in the Tender.

The purpose of the Pre-Bid meeting will be to clarify issues related to the tender and to answer Questions on any matter that may be raised at that stage.

Pre-bid Meeting is planned on **14.02.2023** at **10.00 AM** in BEML Ltd. Bangalore Complex

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1. GENERAL INSTRUCTION for TENDER:

- 1) The Bidder is advised to carefully go through the terms & conditions of tender before submitting the Quotation.
- 2) This tender form is not transferable under any circumstance.
- 3) BEML is not obligated to contract for any of the works / services described in the Tender.
- 4) The Tender Enquiry is not an offer or a contract.
- 5) Proposals once offered to BEML Ltd shall become BEML's property.
- 6) Bidders will not be compensated or reimbursed for costs incurred in preparing Proposals.
- 7) BEML reserves the rights to:
 - I. Accept or reject any or all proposals without assigning any reason
 - II. Waive any anomalies in proposals through an addendum
 - III. Modify or cancel the Tender Enquiry
- 8) BEML decision is final on evaluation of the offer and binding on the bidders. Conditional and Incomplete offers will be rejected.
- 9) Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only.
- 10) Unsolicited letters/canvassing/post tender corrections canvassing by Bidders in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for Rejection.
- 11) Validity of the offer: Validity period of the offer is 120 days (One hundred and Twenty days) from the date of opening of the Tender.

Note: To know the scope of the work, it is suggested to the interested contractor to visit BEML Ltd, Bangalore Complex by taking prior appointment from Construction department by calling telephone Number: 080- 25022735 Senior Manager (Construction) before Tender closing date

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TERMS AND CONDITIONS OF THE CONTRACT

WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Bill of Quantities /Scope of the contract" of General Specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

1. DAMAGES FOR DELAYS IN THE PERFORMANCE OF THE CONTRACT

In case the Contractor fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- a) Where the contractor fails to complete the work within the stipulated time;
- b) Where the extension of time is granted with levy of LD;
- c) Where extension of time is granted without levy of LD but the contractor has failed to complete the work within the extended period.

The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the contractor under this or any other contract/s awarded by the Company.

In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorized person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Contractor concerned.

2. EXTENSION OF TIME

The time allowed to complete the work is **12 MONTHS**. For all contracts awarded, time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the contractor. Where the delay is due to default of the contractor, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

Where the delay is due to default of the contractor, and if there is a financial loss due to such delay, the extension of time requires the approval of CMD. In the absence of CMD's approval, Liquidated Damages for delay in completion of the work shall become enforceable.

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Where the delay is not due to default of the contractor, for example: -

- a) Not providing clear work front to the contractor by the Company,
- b) Company's delay in decision making for changes relating to original work, etc necessary extension of time shall be granted with the approval of Competent Authority, as per DoP without sanctioning escalation claimed by the contractor except statutory levies.

Extension of time when granted with the approval of the Competent Authority as per Company's Delegation of Powers shall have the effect of rendering the clause Liquidated Damages for delay in completion work' inoperative upto the period of extension of time so granted unless otherwise specifically stated.

3. SECURITY DEPOSIT:

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

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

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

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

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

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the contractor to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the contractor by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions

4. REFUND OF SECURITY DEPOSIT:

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e. 100% shall be refunded to the contractor on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.

5. CONTRACTORS LIABILITY AND INSURANCE:

From commencement to completion of the works, the contractor shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that shall happen to the works or any part thereof.

In addition, the contractor shall indemnify and keep the Company indemnified against all losses and claims for injuries or damages to any person or any property whatsoever which shall arise out of or in consequence of the construction works. For this purpose, the contractor shall take an insurance policy-"

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contractor all risks insurance"- to cover the risks, as per the Conditions of the Contract. The insurance policy has to be kept valid till the work is completed and the possession handed over to the Company. The policy shall be taken at his cost showing the Company as the 'principal' to simplify the work in the matter of raising claims and settlement thereof.

6. FORE-CLOSURE OF CONTRACT:

The tender documents shall provide a clause to the effect that at any time after acceptance of the tender, the Company can decide to abandon or reduce the scope of work for any reason whatsoever, the Chief Engineer shall give notice in writing to that effect to the contractor. The compensation, if any, payable for such foreclosure of work shall be discussed mutually between the Company and the contractor and settled after taking into consideration the loss suffered by the contractor on account of foreclosure of the contract. The contractor shall have no claim for any compensation whatsoever on account of any profit or advantage which he might have derived consequent to foreclosure of the whole or part of the works. The Company shall have the option to take over the contractor's materials or any part thereof, either brought to the site. The amount of compensation payable to the contractor due to foreclosure shall be decided by the authority one level above the level of the authority competent to award the contract, or by the CMD.

7. SAFETY PRECAUTION

The contractor is to take all safety precautions/measures all as required/prescribed by the Chief Inspector of Factories, in connection with the execution of work.

8. ACCIDENTAL DAMAGES

The contractor is solely responsible for making good the damages occurring on account of any possible accident to his Labour due to his failure to take safety measures.

9. WATER REQUIRED FOR WORKS

(a) Water required for the work will be supplied by the company and contractor shall be charged for the quantity of water consumed by him at Rs. 90/- per 1000Liters or part thereof the contractor shall make his own arrangements to tap and store the water form the nearest available source and also provide the necessary water meter for arriving at the quantity of water consumed by him. This should be certified by the Engineer-in-Charge and his decision will be final and binding. In case the tariff increased by BWSSB the revised rate will be deducted from the contractors bill..

(b) In case where water meter is not provided then recovery for water consumed shall be affected from the contractor's bill towards (irrespective of the quantity of water consumed) at 455Litres per bag of cement used.

(c) In case the contractor does not draw / consume water from company source supply or makes his own arrangements by way of bringing the water Tanker / bore well making for water required for the works then no recovery shall be affected from the contractor's bill towards water required for the work. This should be certified by Officer in charge.

10. TAXES & DUTIES APPLICABLE

The tenderer should be a Registered contractor under GST. The basic price and applicable tax should be quoted separately in the BOQ. The tenderer should quote their GST number. TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered as applicable.

11. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work may be provided at a nearest available point by BEML on request based on availability at free of cost. Contractor to note this aspect while quoting the rates. However contractor has to make his own arrangement to work during power failures/non availability. Non availability of power will not be a reason for delay in works_

12. LABOUR ACTS

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The contractor shall employ labour in sufficient number to achieve the required rate of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Payment of Wages Act – 1936, Employees Liability Act 1933, workmen's compensation Act 1923, ESI Act 1943 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 concerned and remit the same to the authorities concerned such payment shall be binding on the contractor.

- (a) In the event of contract labour, the contractor is responsible for implementing the provision of the contract Labour act in Toto and also responsible for any repression arising there from non-compliance thereof.
- (b) The contractor should quote their organization/code number for the registration with ESI/PF authorities.
- (c) BEML shall arrange to recover from the contractor's bill requisite amount of both employees and employers contribution for both ESI & PF calculated on the basis of 25.36% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account production of requisite documentary evidence supporting payment of ESI/PF authorities, supported by the acquaintance rolls, the amount earlier recovered from contractors bill shall be paid duly adjusted the short fall in remittance if any.
- (d) In the event of any accident/injury/disablement, contractor should arrange to pay the requisite compensation legally payable to the concerned employees/Dependants and also indemnify to BEML in case any claim arising there for later.
- (e) Contractors should employ only ESI Registered workmen on any item of work. If contractor have workmen who have not been registered under ESI, they should ensure that workers have been duly registered before employing them in work,
- (f) If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty the penalty damage, will be recovered by the company from the bills of the contractors.
- (g) Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes, and produce them for verification as and when called for by company inspecting authorities.

Contract labour (Regulation and abolition) Act,1970 under section-12 and rule 21 prescribes that every contractors who employ labour for executing contract works, should obtain license from labour authorities to carry out any works, contract, so that the labourer employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML authorities before commencement of work.

13. DISPUTE RESOLUTION AND JURISDICTION:

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

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

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In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and

Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will

be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

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

GENERAL TERMS AND CONDITIONS

1. 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

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2. 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.

3. INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

4. 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 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.

5. 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,

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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.

6. 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.

7. DURING ARBITRATION

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

8. 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.

9. 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.

10. 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.

11. 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

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given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

12. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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Annexure –A

Bill of Quantity (BOQ)

Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore.

Sl. No	Description	UOM	Qty	COMPLIANCE / VENDOR's REMARK
1	<p>Operation & Maintenance of the existing Broad Gauge Railway siding from Byappanahalli to M/s BEML Limited, Bangalore Complex, Thippasandra post (Delivery lines) for an approximate length of 4.108 KM (Byappanahalli Railway Station to BEML BC Main gate -2.40KM + Inside Factory Delivery line 0.908 KM + Points & Crossings 0.8KM) and their connected accessories including points and crossings and trap switches and to ensure that the track including rails, sleepers and all fittings are given a thorough and systematic attention for 01 (ONE) Year period to keep track to the required geometry and prescribed standards/specifications parameters laid down by Railways, making the Railway siding accident free including a) Required Materials/Spares throughout the contract period viz; sleepers, fish plates, fasteners, fittings & fixtures. b) Deployment of skilled/semi skilled manpower. c) Removal of rank vegetation on either side of the track, pruning/cutting of tree branches obstructing coach movement, cutting tar/bitumen crossing the tracks if any, d) Arranging for inspection of railway authorities at the prescribed intervals and arranging for Track Fitness Certificate during every Coach movement, tools, tackles required for operation & maintenance etc., complete all as specified and directed by the Engineer-in-charge.</p>	Lumpsum	Per Year (12 Months)	

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NOTE:

(1) Contractor's kind attention is invited to the condition that the work has to be carried out in security area, in which gate entries ('IN' & 'OUT') of men and material are monitored. The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall maintain a register of number of persons working at site indicating location, date etc. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate.

(2) The contractor shall arrange for the visits of specialists/ competent authority from railways for inspection of the track, as per laid down procedure at least once in 3 (Three) months, to check and certify the condition of the track and their inspection report shall be submitted periodically. Additionally, before every movement of BEML coaches, the contractor has to coordinate with the concerned Railway Authorities, get the track inspected & rectify the defects if any notified by them and obtain Fitness Certificate for movement of coaches well in advance of the scheduled movement. The inspection fee/liaisoning charges if any, to Railways will not be paid by the company (BEML) & the same shall be borne by the Contractor. Bills shall be admitted once in 3 Months subject to submission of inspection report/certificate from concerned Railway Authorities. The Contractor is responsible for safe and effective working condition of all tracks throughout the period of contract.

(3) Contractors shall read the scope of work, Terms and Conditions of the Contract mentioned in the tender and visit the site to acquaint with the area/site conditions before submission of the bid/quote for the work.

(4) The tools, tackles, implements, shall be available at place of work always and whenever called for by BEML. M/s BEML Ltd. will not supply any tools and implements required for the maintenance work.

(5) The rate quoted by the contractor shall be firm and deemed to include for employer's/ employee's contribution towards ESI scheme, PF scheme, Annual leave with wages etc. The contractor shall ensure that their workers are having valid ESI & PF numbers.

(6) The contractor may please note that, company will not provide any transport facilities for their work or for their workmen etc.

(7) The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall maintain a register of number of persons working at site indicating location, date etc. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate.

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(8) On obtaining the Track Fitness Certificate, the contractor shall be invariably present during every movement of coach by BEML to coordinate with the concerned Railway personnel responsible for movement and the contractor shall ensure smooth movement/dispatch of the coach through the Railway siding.

(9) The Contractor shall note that, under no circumstances, the track shall be in non-operational condition and if there is any breakdown, the down time should be to the barest minimum. If any major defects noticed in the system, which requires BEML assistance, it should be intimated immediately to ensure timely action.

(10) If any bad or improper maintenance of track causes derailment/affecting traffic, the contractor is solely responsible/liable for making appropriate compensation in full to BEML and or Railways as applicable. The contractor shall ensure derailment free and trouble-free movement at all times. All obligations specified/laid down including permission from Railway Authorities have to be met by the contractor.

(11) The contractor shall not sub-contract, or sub-let the work.

(12) The contractor shall note that the contract is for a period of the One year (01 year) from the date of commencement indicated in the Purchase order; Company reserves the right to extend or short close the contract at their discretion without assigning any reasons whatsoever.

13) The contractor may please note that, the contract period of 12 months may be cancelled / terminated if BEML authorities are not satisfied with the performance of the work at any point of time during the contract period and BEML's decision regarding settlement of bills is final and binding on the contract. Further, the company with the provisions of the various acts, as applicable, the management shall have the right to withhold payment due to the contractor till such time the contractor produces all records to the satisfaction of the BEML management and decision of BEML will be binding on the contractor.

14) The contractor shall ensure that instructions given by BEML authorities have to be strictly adhered to and followed during operation and maintenance of railway siding.

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ANNEXURE - C

Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)

GST Terms & Conditions

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

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goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

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

Place:

Date:

for M/s.....
Signature

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Annexure - D

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: _____

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ANNEXURE –E

SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT

- 1) Contractor's kind attention is invited to the condition that the work has to be carried out in security area, in which gate entries ('IN'&'OUT') of men and material are monitored. The contractor has to inspect the premises where the works are to be carried out and acquaint themselves with the area/site conditions, before submitting the tender for the work.
- 2) The Contractor shall permit free access and generally afford all facilities and usual convenience to other agencies and or department workmen to carryout work, if any under separate arrangement.
- 3) The rate offered by the contractor is deemed to include all such costs as consequence for having to work in the circumstance described above and no extra claim shall in any event be entertained on this account.
- 4) The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall indicate the number of man power deployed at different locations and maintain a register of persons working per day. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate Labour /persons engaged by the contractor should fulfill the Railway requirement/norms.
- 5) The Contractor shall carryout all necessary activities required to achieve smooth functioning of the track, as well as points and crossing conforming to the standards and specifications laid down by Railways. The quoted rate is deemed to include for clearing the rank vegetation on either side of track, pruning/cutting of tree branches on either side of track which obstruct movement of coaches, cutting the Tar/Bitumen laid on the track covering the tracks if found etc.
- 6) The contractor should arrange for the visits of specialists/ competent authority from railways for inspection of the track, as per laid down procedure at least once in 3 (Three) months, to check and certify the condition of the track and their inspection report should be submitted periodically. Additionally, before every movement of BEML coaches, the contractor has to coordinate with the concerned Railway Authorities, get the track inspected & rectify the defects if any notified by them and obtain fitness certificate for movement of coaches well in advance of the scheduled movement. The inspection fee, if any, to Railways will not be paid by the company (BEML) & the same shall be borne by the Contractor. The Contractor is however responsible for safe and effective working condition of all tracks throughout the period of contract.
- 7) Bills shall be admitted once in 03 (Three) Months subject to submission of inspection report/certificate from concerned Railway Authorities. The inspection charges of the Railways has to be borne by the Contractor and will not be paid by BEML. Payment will be made accordingly as per certification / recommendation of user department.

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- 8) On obtaining the track fitness certificate, the contractor should be invariably present during every movement of coaches by BEML to coordinate with the concerned Railway personnel responsible for movement and the contractor shall ensure smooth movement/dispatch of the coaches through the Railway siding.
- 9) It is the responsibility of the contractor to provide tools, tackles and implements, as required for operation and maintenance of track and must be available at place of work always and whenever called for by BEML. M/s BEML Ltd. will not supply any tools and implements required for the maintenance work.
- 10) The Contractor should note that, under no circumstances, the track shall be in non-operational condition and if there is any breakdown, the down time should be to the barest minimum. If any major defects noticed in the system, which requires BEML assistance, it should be intimated immediately to ensure timely action.
- 11) If any bad or improper maintenance of track causes derailment/affecting traffic, the contractor is solely responsible/liable for making appropriate compensation in full to BEML and or Railways as applicable. The contractor shall ensure derailment free and trouble free movement at all times.
- 12) All obligations specified/laid down including permission from central/ state/Railway Authorities have to be met by the contractor.
- 13) The contractor should ensure that, no employee shall be engaged below 18 years of age.
- 14) The contractor shall not sub-contract, or sub-let the work.
- 15) The contractor may please note that, company will not provide any transport facilities for their work or for their workmen etc.
- 16) The contractor should note that the contract is for a period of the Two years from the date of commencement indicated in the Purchase order; company reserves the right to extend or short close the contract at their discretion without assigning any reasons whatsoever.
- 17) The contractor may please note that, the contract period of 24 months may be cancelled / terminated if BEML authorities are not satisfied with the performance of the work at any point of time during the contract period and BEML's decision regarding settlement of bills is final and binding on the contract.
- 18) The contractor shall ensure that instructions given by BEML authorities have to be strictly adhered to and followed during operation and maintenance of railway siding.
- 19) The contractor shall abide by all provisions of the contract labor (Regulation & Abolitions) Act 1970 and Karnataka Rules 1974, framed there under, which the contractors are expected to have gone through before quoting for the tender. The contractor shall give the details of valid labor license held by them.

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- 20) The Contractor has to comply/ discharge all liabilities towards the laborers employed under the provisions of the various enactments such as contract labor (Regulation & Abolitions act 1970 and contract labor - regulation & abolition) Karnataka Rules 1974 and also the provisions of the other laws including materials. Industrial dispute Act, workmen's compensation Act, employees provident fund Act, Gratuity Act, ESI Act, as may be applicable to the contractor and his employees and shall keep BEML fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising against BEML at the instance of the laborers employed by the contractor or of authorities under the respective Act and against breach of the sole provisions of the above said acts. It shall be the sole responsibility of the contractor to settle disputes if any, arising out of the engagement between themselves and the laborers/ other categories of workers engaged by them and the Management of BEML shall not in any way be responsible in the event of the laborers/ other categories of workers approach the competent authority under the Act.
- 21) The contractor shall be responsible for any loss or damage caused to BEML property due to the negligence of the laborers/ other categories of workers engaged by them. The cost of such damages as decided by the BEML Management shall be paid by the contractor or recovered from the amounts payable to the contractor.
- 22) The rate quoted by the contractor shall be firm and deemed to include for employer's/ employee's contribution towards ESI scheme, PF scheme, Annual leave with wages etc. The contractor shall ensure that their workers are having valid ESI & PF numbers. The contribution under ESI & PF schemes should be remitted by the contractor periodically to the appropriate authority within the due dates and the proof of compliance produced to the In-charge/Department Head of Civil construction & maintenance along with the supporting bills. The list of employees who are deputed for the work indicating their ESI numbers should be lodged with the In-charge/Department Head of Civil construction & maintenance.
- 23) The Contractor has to Execute an agreement with the company: The contractor shall within SEVEN days of the acceptance of their contract, shall enter into and execute a contract agreement on a non- judicial stamp paper of appropriate value. In case of failure to execute the agreement, In-charge/Department Head of Civil construction & maintenance shall have the right to decide on compensation to be made to BEML, Railways as applicable and also with hold payment of contractor's outstanding/ running /final bills.
- 24) In case of any Accident to the contractor's labour, BEML will not be responsible at any time for any injuries caused to the contractor's labour due to accident within the factory premises/ or at the place of work / Railway siding. The contractor shall be responsible for providing proper medical arrangements for the labour employed by them in case of injury or for any claim arising out of the employment injuries or otherwise in the course of employment under any statute. The contractor is wholly responsible for any accident and or compensation payable to the labourers engaged by him working under their control. He shall keep BEML fully indemnified against any claim in this regard.

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- 25) All disputes and differences arising out of or in any concerning this contract shall be referred for decision to the Complex Head/ Executive Director of BEML Limited, Bangalore complex, Bangalore whose decision shall be final and binding on both the parties
- 26) Security Deposit. The successful tender shall furnish security deposit in the form of DD or Bank Guarantee as specified in the acceptance letter/ work order of the contract. The security deposit amount shall be for a value of 10% of contract sum. Such security deposit shall not be entitled for any interest payment on refund. The contractor may choose any one of the following options to pay security deposit and should remit the same to the concerned within fifteen days of acceptance of the contract. Contractor should deposit the different amount between Earnest money and full security deposit.
- a) PEMD held with BEML cannot be considered for such adjustment in the security deposit payable by the contractor.
 - b) Contractor should submit the Bank Guarantee from the Nationalized Bank only for the equivalent amount of security deposit for the valid period required by BEML.
 - c) The contractor shall also be permitted to pay the security deposit by way of demand draft/pay order in favour of BEML Ltd., Bangalore.
 - d) On request of the contract, the security deposit will also be deducted from the Running Bills.
- 27) The successful contractor shall obtain labour license from the Commissioner/Assistant labour commissioner in Karnataka, Division, Bangalore.
- 28) The management reserves the right to accept the lowest or any other tender at their discretion without assigning any reason whatsoever.
- 29) The required material / spares viz., sleepers, fish plates, fasteners, fittings & fixtures etc., required will be supplied by the contractor for the work and would be a part of the scope of AMC contract. However, the cost of the material would be reimbursed by BEML based on production of Documentary evidence/invoice/bill and after obtaining Management's approval for reimbursement.

In case of failure on the part of the contractor to execute the work as per contract, the company with the provisions of the various acts, as applicable, the management shall have the right to withhold payment due to the contractor till such time the contractor produces all records to the satisfaction of the BEML management and decision of BEML will be binding on the contractor.

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Annexure – F

BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.

Ref. No.	Particulars	Details to be uploaded by Service Provider	Compliance (Yes / No)
MANDATORY CLAUSES (ELIGIBILITY CRITERIA)			
1	Bidder has to upload the compliance of Bill of Quantity (BOQ) As indicated in Annexure - A.	Please upload filled-in format as per Annexure - A in c- folder	
2	<p>Experience of having successfully completed similar Civil works during last 7 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 each costing not less than Rs. 3,79,743.00 Or b. Two similar completed works each costing not less than Rs. 4,74,679.00 Or c. One similar completed works each costing not less than Rs. 7,59,486.00</p> <p>Note: In case of experience certificate obtained from other than Government organisations/Public Sectors, the same shall be supported with TDS certificate by the contractor.</p>	Documentary proof i.e. Purchase order / Work order / Completion certificates clearly indicating the value of the order, shall be uploaded in the c- folder.	
3	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure – B shall be uploaded in the c- folder	
NON MANDATORY CLAUSES			
4	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2019-20 , 2020-21 & 2021-22) should be minimum Rs. 2,84,807.00	2019-20 Rs. 2020-21 Rs. 2021-22 Rs Audited copies of Profit & Loss account balance sheet for previous three financial years or CA Report shall be uploaded in the c- folder.	

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5	Copies of ESI / PF or workmen compensation policy	Scan & upload the ESI/PF or Compensation policy documents as a proof in c-folder.	
6	Brief Details about the Firm	Please upload filled-in format as per Annexure - G in c- folder	
7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure –D to be uploaded	
8	The bidder / Contractor must possess all valid certificates as mentioned below and should upload copies of the same: iii. PAN Number iv. GST Registration details/ Certificate	Please upload scanned copies of iii. PAN Number iv. GST Registration details / Certificate	
9	SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT	Please upload filled-in format as per Annexure – E in c- folder	

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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ANNEXURE-G

(INFORMATION & DECLARATION by the BIDDER)

Sl. No	Particulars	Details (To be filled by the Bidder)
01.	Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
02.	Address of the official premises of the Bidder (Please write the Address of the official premises of the Bidder)	
03.	Contact Person Name : Telephone / Mobile number of the Bidder : Valid E-mail ID : (Please write the Telephone/Mobile number, valid E-mail of the Bidder)	
04	Income Tax PAN Number : (Kindly submit copy of Income Tax PAN Number)	SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
05	Indicate your Labour License details. (Please write Labour License details) (Please submit the copy of the Labour License in Technical Bid)	Labour License details : Issuing Authority : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)

I / We certify that to the best of my / our knowledge the particulars / information / Documents furnished above and in this Tender are true. If any of the above information/ Documents furnished is found to be false or wrong, we understand and agree that the Contract will be terminated immediately and EMD amount & Security deposit (Bank Guarantee) will be forfeited. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

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Annexure-H

STATUTORY REQUIREMENTS CLAUSE:

1. The Contractor shall abide by the provisions of Factories Act, Karnataka Factories Rules, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation and abolition) ESI Act, EPF Act. The Contractor shall fulfill all the obligations, statutory requirements stated in the above Acts and Rules in maintenance of Statutory Register, providing safety personal protective equipments to the labours and conducting medical examination wherever work warrants. Violations of the provisions of the Acts and Rules or any other labour enactments, the Contractor will be held responsible for any loss/ expenditure that may be incurred and the same may be recovered from the Contractor's bill.
2. **The contractor shall take all safety precautions and provide adequate supervision by the competent persons in order to do the job safely and without damage to equipment.**
3. The Head of the Department (GM/DGM/AGM) awarding the contract or the Occupier/Factory Manager/Safety Officer upon his satisfaction that the contractor is not performing to the statutory requirements may direct, stoppage of work till the statutory obligations are met or terminate the contract.
4. The contracting department would take necessary shutdown wherever there are hazards of gases, electricity, work at height, confined space, moving machinery etc. The Contractor shall ensure that the shutdown/clearance are taken in writing on daily basis if the works prolongs for more than a day **before sending workers to such locations. Appropriate work permits Type I to III enclosed.**
5. The contractor shall supply safety appliances like personal protective equipments safety shoe (men and women), respirators, safety belt, face shield, earplug, helmets, gloves etc. to his workers depending on working conditions as advised and approved by safety department.
 - (1) Industrial Safety shoe }
 - (2) Industrial Helmet }
 - (3) Respirator } Period of renewal of
 - (4) Hand gloves } PPE's appropriate to
 - (5) Plain safety glass } nature of job engaged
 - (6) Ear plug }
 - (7) Body apron }

In the event of default to issue any of the safety apparels that are required, the administration is at liberty to provide the same to the labourers at the contractor's cost

6. The contractor shall be fully responsible for accidents caused due to his or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements, adequate supervision and shall be liable to pay compensation for injuries. If any labourers are injured, the contractor should immediately arrange for FIRST AID and further make arrangements for medical treatment by registered Medical practitioner at his own cost.

If the contractor fails to arrange medical assistance, the case will be referred to Medical authorities and the treatment cost will be recovered from the bills due to the contractor.

7. The contractor is solely responsible for safety and security of persons engaged by him and he should provide adequate safety guard, safety net, working platform, safety belt, crawler boards in the case of fragile roof etc. required while executing overhead works at great height. Only experienced persons free

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from Acrophobia should be allowed to do overhead works. Any compensation due to be paid as per the recommendations of the Inspector of Factories / Labour Tribunal will have to be paid by the contractor and the administration reserves the right to withhold the routine amount to meet such eventualities for all the items of works carried out in BEML Limited.

8. The contractor shall not employ women labourers on job which are hazardous and connected to manufacturing process and shall not make them to work between 7 PM to 8AM. The contractor shall not employ any child labour.

9. No overhead works shall be carried out without taking adequate safety measures. The overhead works along the crane girders are not permitted until a shutdown statement is obtained in writing (appropriate work permit) from the Maint.(Elec & Mech) of Works-in-Charge before allowing the labourers to go on top of crane girders. Similarly for the works of overhead cleaning, replacing of roof sheets, North light glass panel, roof gutter cleaning, painting etc., clearance (work permit) from civil construction & maintenance is a must.

10. The contractor has to enclose a certificate from Safety Dept indicating satisfactory compliance to safety norms / statutory requirements, similarly as the case of compliance of ESI & PF returns from Welfare dept while submitting the bills, without which payment will not be processed or released.

11. Without any prejudice to the right conferred by the Clause 3.0 above for stoppage of work for violating of statutory requirements, the contractor shall be liable to pay penalty up to Rs.2000/-

12. All the Contract Labourers working in BEML Ltd premises should be covered under ESI & PF. Without ESI & PF, workers shall not be allowed to enter the factory premises.

13. Contractor shall arrange to get appropriate work permit (Type I – III) to their workers, for carrying out the job in plant area.

14. It shall be the responsibility of contractor to provide personal protective equipments to their labourers in the absence of PPE's the worker shall not be allowed to enter the factory premises.

15. The contractor shall maintain the Statutory Records such as:-

15.1) F-11 - Adult worker Register

15.2) F-14 - Register of leave with wages.

15.3) F-22 - Payment of wages Register & Issue of PPEs to the labourer.

15.4) F-IV - O.T. Register

15.5) F-23 - Accidents Register.

15.5) ESI/PF Remittance voucher receipts, wages slip

15.6) F-I (R-22) (4) - Fines Register

15.7) F-II (R-22(4) - Deduction Register

15.8) F-III (R-18) - Advance Register and leave card

15.9) Leave cards and such records shall be subjected for scrutiny by BEML officials and enforcement authorities as and when demanded.

16. Contractor should arrange medical examination to their workers, those working in hazardous area, through certifying surgeon.

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17. The successful contractor will obtain appropriate work permit (Type I III) in the prescribed format from the Department-in-charge who assigns the work from BEML side before commencement of the work.

18. The successful contractor shall give an undertaking in the format 'WORK CLEARANCE FORM FOR CONTRACTORS' and commence the work. Daily after clearance by all concerned as indicated in the format.

SIGNATURE OF THE CONTRACTOR / TENDERER

ADDRESS:

DATE:

WORK CLEARANCE FORM FOR CONTRACTORS:

01. Name of the Contractor / Firm with Address :
02. Engaged by which department :
03. Name of the Representative / Supervisor of the contractor Supervising the job :
04. Precise nature of work to be Carried out and work order reference :
05. Precise location of work :
06. Proposed day and time of Commencement of work :
07. Expected number of days Required for the work :
08. Whether the contractor's workers are to be: Engaged in I/II/III/ shifts and number of labourers engaged

A. I accept responsibility of ensuring that all labourers under my control shall observe the statutory safety requirement and follow the safety instructions

DATE: SIGNATURE OF THE CONTRACTOR/TENDERER

TIME: ADDRESS:

B. (Certificate to be given by the engaging department)

Certified that the contractor has been engaged by us for the work described above

Signature
Departmental in-charge
SHOP/SECTION

Date:

Time:

C. (Certificate to be given by the department/section where work is to be carried out)

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You are authorized to carry out the work described below

Signature:
 Department-in-charge
 SHOP/SECTION

Date:

Time:

 NOTE: 01. This form shall be filled in triplicate by the contractor for records of :

- (i) Department engaging the contractor
- (ii) Department / section granting clearance
- (iii) Contractor

02. These certificates are not a substitute for the electrical permits and do not give permission to use naked lights or work in gas hazardous areas or enter closed vessels, confined space entry, which shall be taken separately where required.

WORK PERMIT (TYPE-I)

PERMIT TO WORK ON EQUIPMENTS:

A. For person taking shutdown :

- (i) Equipment on which shutdown is required:
- (ii) Approximate time of shutdown fromto Hrs.
- (iii) Name of the person taking shutdown

Signature:
 Name:
 Designation:
 Shop / Section

Date:

Time:

=====

B. For person giving shutdown to write "Yes" or "NO" or "Not" – required:

- a) Have caution tags been hung on switches :
- b) Have fuses been removed? :
- c) Has earthings been done? :
- d) Have hydraulic/air/gas/pressure Valves been closed or deenergized ? :
- e) Has emergency key been put in Locked position. :
- f) Any other precaution taken? :

Signature:
 Name:
 Designation:
 Shop / Section

Date:

Time:

=====

C. Persons for taking shutdown (as in 'A')

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The above shutdown job is over and equipment is safe for starting

Date:
Time:

Signature:
Name:
Designation:
Shop / Section

TYPE-II

WORK PERMIT FOR CONTRACTOR LABOURS WORKING AT HEIGHT & EOT CRANE GANTRY

1. We propose to work for EOT Crane Gantry at height from.....Hrs. to.....Hrs.
2. The workers have been provided with necessary safety apparels (PPEs) required for working at height
3. All the contract labourer required to work at height have been counseled on safety aspects as provided in Dos and Don'ts (See at overleaf).
4. Permission may kindly be granted to start work. I fully understood the statutory requirements as stipulated in the contract.
5. The brief description of work and location.
Name & Address of the Contractor and labourer deputed to work.

SIGNATURE OF THE CONTRACTOR/TENDERER
Permitted / Not Permitted
Signature of Shop/Section-in-Charge
Date:
Time:

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ANNEXURE-I

**SAFETY ASPECTS - DOs AND DON'Ts FOR CONTRACTORS
WORKING AT HEIGHT ABOVE 3MTS FROM THE GROUND**

Dos

1. In consultation with department staff, first find out what actually is required to be done at height
2. Assess the quantum of work involved and time required to complete the same
3. Persons who are well familiar with these types of jobs are to be identified and engaged till the completion of work.
4. Before using safety appliances such as Ladder to reach the height, scaffolding safety net, crawling board, duck ladders, Safety Belts etc. should be suitable & sufficient and thoroughly checked before they are used for the works.
5. It should be ensured that each contractor's man is covered under the EPF, ESI Scheme.
6. Always use the Safety Appliances when at work. The workman should be detailed about the consequences if they fail to use the safety appliances.
7. Preferably the roof work should be done between 9.00 Hrs. to 18.00 Hrs. only on working days. During raining seasons not to venture work due to slippery surfaces and dampness.
8. The laborer should use safety helmets with ISI Mark.
9. Each day's work should be known in advance to the client & department staff to assess the position and also to know what is below the roof in that area, so that the people working underneath are also informed about the same.
10. Wherever possible, safety nets should be provided immediately below the area of working by way of abundant precaution.
11. The basis overall responsibility of the workers rests with the contractor himself. Please take utmost care over the life of working workers by taking utmost precaution on safety aspects.
12. Preferably nobody should work in the lunch hours.

DON'Ts

1. Do not allow any worker to do works at height if he has no experience.
2. Do not walk on the old sheets or on the Asbestos sheets when they are wet due to rains and aging (fragile).
3. Do not work beyond the working timings as specified unless otherwise authorized.
4. Do not start the work or continue the same in the absence of the Departmental Supervisor.
5. Do not ask the workman to start the work if he is not wearing helmets, required guards, safety belts and other safety equipments required for carrying out the job.
6. Workers under the influence of alcoholic addiction will not be allowed to work inside the site.
7. The workers suffering from Hypertension, diabetes and physically impaired are not allowed to work at altitudes.
8. No worker is allowed to work on the scaffolding while it is moving.

TYPE-III

**GENERAL WORK PERMIT FOR CONTRACTOR TO WORK ON SHOP FLOOR (WORKING AT HEIGHT & EOT CRANE
GANTRY IS EXCLUDED)**

- A.
1. Name of the Contractor / Firm :
 2. Contract executing authority :
 3. Name of the Representative / Supervisor of the contractor :

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Supervising the job

- 4. No. of workmen proposed to be engaged :
- 5. The nature of work proposed To be engaged :
- 6. Area / location of work to be Carried out :
- 7. Date & time of Commencement :
- 8. Date & time of completion :
- 9. Safety apparels (PPEs) provided (Tick appropriate) : Helmet; Shoe; Goggle; Safety net; Respirator; Safety Belt; Hand Gloves; Apron; Earplug

I fully understood the statutory requirements stipulated in the Contract and certify to ensure the safety of my labourers in all respects as per BEML requirements.

Date & Time

Signature of Contractor

=====

B

The information furnished by Contractor / Representative of the contractor has been verified and contractor is permitted to work from..... to (days). All safety precautions required by the Administration to facilitate safe working of contract personnel have been taken to the extent perceived.

Date & Time

Shop / Section incharge

=====

WORK COMPLETION REPORT

C It is certified that the assigned contract work has been completed at _____hrs on _____.
 Request to restore the normal working.

Accepted / Not accepted

Contractor / Representative

Shop / Section Incharge

=====

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Annexure (J)

(To be executed on plain paper and applicable for all tenders of value _Rs. 1 Crore and above)

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 it 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

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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 act 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.

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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 against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance 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 reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

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In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place-----
Date -----

Place-----
Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

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Annexure J-1

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

Signature

(For & On behalf of Bidder/Contractor