

BEML LIMITED
(A Government Of India Undertaking)
Mysore Complex, Belavadi Post,
MYSORE : 570 018.

Telephone : 0821-2400223
FAX :0821-2402434
Email : ymn@beml.co.in

BID. NO :6300038801

Tender through SRM Portal “**Two Bid Systems**” is invited from eligible reputed firms/ contractors for - Deployment of 07Contract Graduates/Skilled Level,under Service Contract, for a period is Upto 31st Mach 2025at Spares Parts Department, Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018.

PARTICIPATING FIRMS TO CONFIRM FOR THE BELOW POINTS IN THE LAST COLUMN		
Sl. No.	Descriptions	Firm to confirm by indicating as “YES” or “ ✓ ”
1	The quoted Service charges against this tender is inclusive of issue of 01setsstitched Uniforms(Pant&Shirt)for each workman	
2	The quoted Service charges against this tender is inclusive of issue of 01pairIndirectshoes(Black)(BATA or ISI Marked good quality leather shoes)for each workman	
3	The quoted Service charges against this tender is inclusive of issue of 02pair of S o c k s foreachworkmanper year for 1Year	
4	The quoted Service charges against this tender is inclusive of issue of PhotoidentifyBadgeforeachworkman (replaceif damagedor lost).	

Non supply of Uniform amounts to violation of Contract conditions leading to cancellation/recovery of equivalent amount towards Uniform and shoes from the dues payable to the contractor as per advice of user department.

SEAL & SIGNATURE

Firms confirming for above requirement with signature and seal only will be consider for further technical and commercial evaluation.

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SCOPE OF WORK:

The Firm / Contractor has Deployment of 07 Contract Graduates/Skilled Level,under Service Contract, for a period is upto 31stMach 2025at Spares Parts Department,Marketing Division atBEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018. to work for six days in a week onhours duty as per the Work Order (Work Order will be awarded after finalization of the tender). The contract labour will have to carry out the official works / assignments in the allotted departments as per the advise of the officer-in-charge.

The Firm / Contractor shall employ labouras per our requirement to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-Charge.

BEML LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MYSORE COMPLEX, BELAVADI POST,

MYSORE : 570 018.

Telephone : 0821-2400223

FAX :0821-2402801

Email :ymn@beml.co.in

Quotations through SRM Portal are invited from reputed agencies / firms to participate in – has Deployment of 07 Contract Graduates/Skilled Level,under Service Contract, for a period is 31st March 2025 at Spares Parts Department,Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018.

Sl. No.	Item Description	EMD Amount (Rs.)*
1	Deployment of 07 Contract Graduates/Skilled Level,under Service Contract, for a period is Upto 31 st march 2025 at Spares Parts Department,Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore. from the date of PO.	Rs.49,000.00

Part-A – for Technical Specification:-

Annexure 1 – Mandatory qualification criteria,

Annexure 2 - Information about the contractor,

Annexure 3 – Scope of the contract & special terms and conditions

Annexure 4 – General Terms and Conditions

Part-B for Commercial Specification.

Annexure 5 – Commercial Details.

➤ Instructions for submission of the bids:

Both Technical Bid and Commercial bid are to be submitted through SRM portal only.

1) Submission of Technical Bid:

- a. Please upload all the Documents pertaining to Mandatory Qualification Criteria, Technical bid documents and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid. If price is mentioned in technical bids, such quotations are liable for rejection.
- b. EMD/MSME/NSIC Certificate as per Pre qualification Criteria should be submitted along with Technical Bid details. Documents as indicated in the Mandatory Qualification Criteria, Technical Bid & and NIT acceptance letter are to be uploaded.(Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria and technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure uploading of all the required documents carefully.)
- c. The tender documents will be considered at the sole discretion of M/s BEML LIMITED, whose decision in the matter will be Final & Binding

2) Submission of Commercial Bid:

- a. Price details to be uploaded as per SRM portal. Any break up details/additional data, if firm wants to submit, the same may be uploaded separately.
- b. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
- c. Before submitting the quote, if the bidder wants to know the scope of work, may please contact the office Contact No. 0821-2400472.

3) This Letter + Tender document + Corrigendum if any, will be part of the contract.

4) The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on SRM portal, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

5) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload. Firms/contractors who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

Commercial Bids will be opened for the bidders who have qualified in the Technical Bid

EMDs will be returned without any interest, once the contract is finalized.

Thanking you,
Yours faithfully,

For BEML LIMITED

SD/-
Dy. General Manager (Materials)
Ph: +91 0821 2400223, email: ymn@beml.co.in

PART-1 : TECHNICAL BID**1.1 : PRE-QUALIFICATION CRITERIA**

Description of Contract: -Service contract for deployment Deployment of 07 Contract Graduates/Skilled Level, under Service Contract, for a period is Upto 31st March 2025 at Spares Parts Department, Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018.

PERIOD OF CONTRACT is Upto 31st March 2025

EMD Amount Rs. 49,000.00

Sl no	Description	Requirement	Remarks
		Detail	
1	EMD	Bidder should make payment online before Closing date of the bid thro' NEFT/RTGS as per SRM Portal in favor of M/s BEML Limited, Mysore Complex along with tender towards Earnest Money Deposit. In case firms claiming Exemption for EMD amount under MSME category (only Micro & Small Enterprises are eligible for exemption), a copy of NSIC Certificate /MSME certificate should be submitted along with Technical Bid details.	For online payment (Wire Transfer), Please make use of the following bank Details ACCOUNT NAME : BEML LIMITED ACCOUNT NO : 10562407488 ISFC CODE : SBIN0003130 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE : SBININBBM08 Firm shall send EMD remittance details or copy of MSME certificate as applicable to email @ : ymn@beml.co.in before the tender closing date and time of the tender
2	Last date & time for submission of Technical & Commercial Bids in SRM portal.		AS per SRM
3	Date & time of opening of Technical Bid through e-mode		As per SRM
4	Date & time of opening of Commercial Bid through e-mode		Only Technically qualified bids will be opened.
5	Mode of Tender Document	Two Bid system (Technical & Commercial) through SRM Portal only	

Note: - Manual and FAX/E mail Quotations will be summarily rejected.

For BEML LIMITED

Sd/-

ANNEXURE – I

1.2 : TECHNICAL QUALIFICATION CRITERIA

Sl No.	Description	REQUIREMENT		REMARKS
		Detail	Value in lakhs	
1	Average Annual Financial Turnover for the last 03 (three) years i.e.: 2020-21, 2021-22 & 2022-23.	Certified by practicing CA	7.34	Copy of the certificate/s to be uploaded
2	IT Returns of 03 (three) years i.e Assessment year 2020-21, Assessment year 2021-22 & Assessment year 2022-23.			Copies of IT returns to be uploaded
3	Experience in executing Similar Type of Works, Deployment of Labors completed during last 7 (seven) years i.e. April 2015-2016 onwards and value greater than or equal to.	03 (THREE) similar works each of minimum value	9.8	Work completion certificate with value for having executed similar works to be signed, sealed and uploaded. In case of running contract, certificate with value from the Current Employer to be uploaded.
		02 (TWO) similar works each of minimum value	12.24	
		01 (ONE) similar work of minimum value	19.58	

MANDATORY DOCUMENT

1	NIT Acceptance Letter	Firm should upload signed, Sealed NIT acceptance letter, otherwise their Bid will not be considered.
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1.3 : OTHER DOCUMENTS

SL. No.	Description	Remarks
1	PF Registration No.	Copy of certificate to be enclosed
2	ESI Registration No. / Sub-Code	Copy of certificate (or) NIT Acceptance Letter to be enclosed
3	Valid Contract Labour License No.	Copy of License (or) NIT Acceptance Letter to be enclosed

4	PAN No	Copy of certificate to be enclosed
5	GST No	Copy of certificate to be enclosed

PART – B TECHNICAL BID :

ANNEXURE-2

2.0. INFORMATION ABOUT CONTRACTOR.

01.	Name in full under which the tenderer is proposing to execute the contract with Address :	
02.	Address of official premises at Mysore, if any.	
03.	Address of official premises at other places	
04.	Telephone No. / Mobile No./ Fax No./ E-mail ID	
05.	Details of works / contracts carried out for the past seven years:	
06	The quote is deemed to be Exclusive of GST. (YES / NO)	
07	The contractor shall have to submit 5% of the Annual contract value as Performance Bank Guarantee valid for the entire contract period with additional three months , within 13 days from Acceptance of contract.	Yes / No
08	The contractor should possess GST/TIN Number Please indicate the details	

I / We certify that to the best of my / our knowledge the particulars furnished above are true.it is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

PLACE :

DATE :

(SIGNATURE)

**SCOPE OF WORK –
SPECIAL TERMS AND CONDITIONS:**

1. PERIOD OF CONTRACT:

The period of contract shall be upto 31st Mach 2025 the date of commencement as per the work order and Deployment of 07 Contract Graduates/Skilled Level, under Service Contract:

BEML Ltd can short close the contract during the contract period by giving notice in writing due to unsatisfactory performance at the discretion of the Management.

The period of contract shall be upto 31st Mach 2025 from the date of commencement as per the work order

BEML Ltd can short close the contract during the contract period by giving notice in writing due to unsatisfactory performance at the discretion of the Management.

02. **WAGES** : At the time of placing Purchase Order, applicable Minimum Wages **as notified by the Central Government** and will be informed by the Management. Any enhancement during the contract period in Minimum Wages including VDA, from time to time, will also be applicable. The successful agency has to make the payment of Minimum Wages total i.e. Basic +VDA with other statutory payments to the Contract labourers on or before 7th day of every month.

Details of present minimum wage being paid is indicated below :

PAYMENT OF WAGES TO SKILLED TECHNICIANS PER DAY PER PERSON – ENGAGED ON TEMPORARY CONTRACT BASIS THRO’ SERVICE PROVIDER

	Description	Amount (Rs)
	Minimum Wages (Central Sphere)	
(a)	Basic	579.00
(b)	VDA	283.00
(c)	TOTAL	862.00
(d)	PF @ 13.01% of (c)	112.15
(e)	ESI @ 3.25% of (c)	28.02
(f)	TOTAL	1002.16
(g)	Bonus @ 8.33% of (c)	
(h)	VL [(f) x 15] / 300	50.11
(i)	NH [(f) x 13] / 300	43.43
(j)	Service Charges	
	TOTAL WAGES PER DAY PER PERSON	1095.70

The contractor should issue Photo Identity Badge and also the following safety appliances within a week’s time from the date of commencement of the contract.

04. **PAYMENT:** The complete payment to the contractor shall be released within 7 days from the date of submission of bills by the contractor to HRD and all efforts shall be taken to clear the bills at the earliest subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the Monthly Wages / Salary to his labourers within the prescribed time limit i.e., on or before 7th of each month for disbursing the wages in accordance with the contract labour(Regulation and Abolition) Karnataka Rules – 1974, without correlating to his monthly bills. Such payments will be made through Bank Account only.

05. Wages,PF &ESI

- Accounts department will release the amount payable to labours after deducting statutory recoveries towards PF (12%) and ESI (0.75 %) contributions, through RTGS;
- The contractor shall disburse the wages to their labours through Bank only.
- The statement of Wages credited to the labours should be produced to HRD Department for **records**
- TDS as applicable will be deducted on gross amount payable to contractor ;

- e. ESI / PF amounts will be released only through RTGS on enclosing the previous months challan copies along with list of contribution made to TCLs, for proof of payment.

06. Employee State Insurance (ESI) / Insurance

The tenderers should have their own valid ESI Registration Number. The employees ESI contribution at the rate of 0.75% shall be recovered from the wages of each labour. The employer's ESI contribution at the rate of 3.25% shall be borne by BEML.

The contractor should employ only ESI registered workmen at any time of work inside the factory. Workmen without the ESI number will not be allowed inside the factory for any work against this contract.

The service provider shall covered Insurance to contract labour who are crossing gross wages over and above the ceiling limits as per the ESI Act 1948.

07. Provident Fund :

The tenderer should have their own valid PF Registration Number. As per the Employee Provident Fund Act, the employee's contribution of provident fund shall be @ 12% of the wages and the same shall be recovered from the wages of each labour and the Employer's Contribution of Provident Fund @ 13.01% of wages shall be borne by BEML.

The contractor has to submit the relevant challans towards payment of Provident Fund and Family Pension Scheme (both Employees and Employers contribution) 24% plus EDLI & Administrative charges of 1.01% of the total wages paid, along with the monthly bills and the same to be submitted to Finance Department through HR Department.

The extension of PF benefits to the contract labour of the contractor will be available only during the contract period. After the contract period is completed contract labourers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.

08.Karnataka Labour Welfare Fund :

The successful contractor has to comply the Karnataka Labour Welfare Fund by contributing the required amount towards their labourers during the contract period.

09. GST :

The tenderer should have their own valid GST Registration Number. The tenderer should invariably mention as "GST as applicable" (which is 18% at present). Contractor has to produce the challan as proof of the payment to the Service Tax Authority. Service tax as per the Chapter V & VA of the Finance Act 1994 which provides for the Service Tax and Service tax rule 1994.

10. Leave payment (annual leave payment should be borne by the contractor) (for every 20 days of working one day leave is eligible by a workman) as per Factory act 1948. The same shall be reimbursed to the contractor on demand subject to production of proof of payment.

11. ACCIDENTS INJURIES AND DAMAGES: From commencement of contract to till completion of the contract, contractor shall take full responsibility, taking precautions to prevent loss or damage to the Property of BEML. Contractor shall be liable for any damage or any loss and claims, or injuries or damages to any person, which may arise during the course of work. It shall be the obligation of the contractor to pay compensation as per Employee's Compensation Act. (workmen compensation Act).No responsibility shall rest with BEML in this regard.

12. The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any

part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, the **“Employer’s Liability Insurance Policy”** to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the ‘PRINCIPAL’ to simplify the work in the matter of raising claims and settlement thereof.

13. The Contractor shall duly observe the provisions of the contract labour (Regulation and Abolition) Act – 1970 and the rules there under and also the provisions of all Labour laws, including Industrial Disputes Act, Factories Act, Employee’s State Insurance Act, Employees Provident Fund Act, Gratuity Act, Workmen’s Compensation Act as may be applicable to him and his employees and keep the company (BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.

14. In the event of the contractor fails or neglects to pay amount(s) to the contract labour working under him, the company is entitled to withhold the same from any other amount(s) payable to the contractor and same will be released to the contractor on production of submitting the proof of documents.

15. Copies of Attendance Register, and all copies of returns /challans under various statutory requirements including PF and Contract Labour (R&A) Act 1970, Minimum Wages Act 1948 etc shall be produced to HR / Finance Department, every month.

16. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer in Charge or his representative to user department.

17. The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays / Holidays if any the contractor shall deploy as per the direction given by user department from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month.

18. Contractor shall maintain following registers / records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce the same to BEML as and when required for verification.

1. Register of workmen employed by Contractor in Form XIII.
2. Employment Card in Form XIV.
3. Muster Roll in Form XVI.
4. Register of Wages in Form XVII.
5. Wage Slips in Form XIX.
6. Register of Deductions for Damage of Loss IN Form XX.
7. Register of Fines in Form XXI.
8. Register of Advances in Form XXII.
9. Register of Overtime in Form XXIII.

19. If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

20. All claims arising by OR at the instances of the labourers or their heirs or successors including claims under the workmen’s compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company’s liability will be limited only to the statutory requirement.

21. The contractor should deploy 07 Contract Graduates/Skilled Level, under Service Contract, for a period is Upto March 31st 2025 at Spares Parts Department, Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore to carry out the jobs in various departments as per requirement which will be intimated by BEML HR Department. The number of skilled technicians required will vary on month-to-month / weekly basis depending on the need.

The Graduates/Skilled Level employed for executing the work in this contract capable of doing the work for which their services are indented. They shall be over 18 years of age dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company.

22. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors and the incidental cost thereon, and in addition, the company shall also be entitled to forfeit to itself the security deposit or any part thereof remaining to the credit of the contractors and at its option also be entitled to terminate the contract.

23. The contractor shall provide man power as required on all working days / Sundays / holidays for carrying out the various operations / services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work through HR Dept.

24. **BEML reserves the right to instruct the contractor to deploy the Skilled Technicians in any shift i.e. 1st, 2nd and 3rd shifts, as per the requirement of the user department from time to time.**

25. The contractor shall make his own arrangement for Transportation of his Skilled Technicians TO & FRO to BEML factory and subsidized canteen facilities on discretionary basis by Company.

26. The company reserves the right to shift the Skilled Technicians to any work agreed upon by the contractor under this contract or to any work the contractor is awarded in other divisions of Mysore complex also.

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

28. COMPENSATIONS LEVIABLE ON SERVICE CHARGES:

SL	Description	Compensation Leviable on Service Charges	Maximum Compensation Leviable on Service Charges
01	Should cover all the contract workers under EMPLOYER'S LIABILITY INSURANCE POLICY	Service charge will be with held till producing policy	NIL
02	Daily attendance details to be submitted to HR and Monthly latest by 3 rd of every month with co-ordination of user Department	0.5% per week of delay from the contract bill	5% of the contract bills.
03	Monthly wages to be paid on or before 7 th day of every month. If	1% per day of delay from the contract bill	10% of the contract bills.

	delay in making payment		
04	Bonus bills to be submitted within the stipulated date declared by management.	0.5% per week of delay from the contract bill	5% of the contract bills.
05	Uniform & Shoes (personnel protective equipments wherever applicable) to be issued within 30 days from the date of release of the work order	0.5% per week of delay from the contract bill	5% of the contract bills
06	Bank A/c opening & payments through BANK within one month from the date of awarding contract	Service charges will be withheld till payment is made through Banks.	
07	Delay in remittance / filling of returns of PF /ESI contribution / periodical returns to Labour Authorities	Till the remittance of contribution / filling of returns on monthly basis, the Service Charges will be withheld.	

29. The Contractor should nominate a supervisor who shall be the authorized representative and shall visit worksites at least once in a day. Periodically he will meet HR department to give/get feedback/report/review the performance of the work.

30. **SUBLETTING/SUBCONTRACT** :

The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of the contract.

The contractor shall be deemed to have studied the scope of work thoroughly before offering unit rates (Service charges) for supply of contract labours as per the requirements. The Contractor shall visit the site before offering his Service charge, if necessary.

31. The contractor shall agree, not to petition for revision of service charge rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.

32. The contractor shall arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the user departments.

33. Any damage or loss caused by the Skilled Technicians to the Company property/Machineries, equipments, moveable / non moveable assets etc., will be recovered from the amount due to the Contractor.

34. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non compliance, the contractor shall be responsible for the consequence.

35. Contractor shall supply the Skilled Technicians on 8 hours a day for 6 days in a week and they shall not be engaged for more than 8 hours duty in a given day. In case of any requirements in Sundays / Holidays, the contractor should supply the required number of Skilled Technicians and the same shall be compensated in other working days.

36. The contractor will assist RPF in settlement of the claims of their Skilled Technicians engaged by him in case of terminations, discontinuance or death etc.,

37. The Skilled Technicians employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years), medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons

The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the quotation for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.

38. Performance Bank Guarantee. The successful Contractor has to furnish a Bank Guarantee (BG) from a Scheduled Commercial Banks which includes Private Banks for 5 % of the Annual Contract Value of Purchase Order as **Security Deposit**, which shall be valid for 13 months (**Thirteen**) from the date of beginning of Contract. The company reserves the right to encash the bank guarantee in case of any violation/non compliance to the terms and conditions of the contract.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with extended validity period as deemed fit with three more months additionally.

GENERAL TERMS AND CONDITIONS**39. VALIDITY OF TENDER:**

The quotations shall be valid for a minimum period of 60 (Sixty) days from tender closing date.

40. Conditional tenders are liable for rejection.

41. In case the tenderer after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD as the case may be forfeited.

42. ARBITRATION :

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

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

43. 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.

44. 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.

44. INTELLECTUAL PROPERTY RIGHTS, LICENSES:

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labour Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act 1970, Employee's Compensation 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".

45. BRIBES AND GIFTS:

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

46. JURISDICTION

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

47. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

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

49. 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.

50. 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.

51. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

52. 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.

For BEML LIMITED

Sd/-
Deputy General Manager

BID. NO :

Annexure : 5

2. PART – II : COMMERCIAL BID

Deployment of 07 Contract Graduates/Skilled Level, under Service Contract, for a period is Upto 31st March 2025 at Spares Parts Department, Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018.

S L	Description	Service Charges per day per Graduate/Skilled Level (Rs.)
1	SERVICE CHARGES which is inclusive of the following: ➤ 01 sets stitched Uniforms (Pant & Shirt) per year for each workman ➤ 01 pair Indirect shoes (Black) (Preferably BATA or SAFETIX Make) ➤ 02 pair of Socks for each workman per year ➤ Photo Identify Badge for each workman (replace if damaged or lost)	To be quoted only in price bid (SRM PORTAL)

NOTE: (1) If there is an increase in the Minimum Daily Wages including VDA by the Authority Concerned, that will be paid by the Company, the Service Charges quoted will remain fixed till completion of the contract period.

2.1 The above category of personnel are paid the Minimum Wages as per the Minimum Wages Act (State or Central Government as decided by the BEML Management) from time to time.

2.2 The successful tenderer shall execute an agreement in a bond paper of worth Rs. 200/- (Rupees Two Hundred only) as per the format given by M/s. BEML Limited. The successful tenderer is requested to sign the work order prepared based on the quote / accepted rates placed on him by the accepting officer.

2.3 The successful tenderer has to supply the man power from the date of issue of Acceptance letter.

For BEML LIMITED

SD/-
Deputy General Manager

NIT Acceptance letter

To:
Dy. General Manager- Materials
BEML Limited,
Mysore complex,
Mysore: 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: 6300038801

Deployment of 07 Contract Graduates/Skilled Level, under Service Contract, for a period is Upto 31st March 2025 at Spares Parts Department, Marketing Division at BEML LIMITED, Mysore complex, Belavadi post, Mysore: 570 018.

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any) through SRM Portal –Deployment of 07 Contract Graduates/Skilled Level, under Service Contract, for a period is Upto 31st March 2025 at Spares Parts Department, Marketing Divisions BEML MYSORE COMPLEX, MYSORE

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Contractors

Signature
Name
Seal

We undertake to submit ESI Sub-Code and Contract Labour License within one month from the date of award of contract.

Note:

1. The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM Portal.

SPECIAL TERMS & CONDITIONS FOR TENDER FOR LABOUR CONTRACT

1. **ELIGIBILITY CRITERIA:** Intending Bidder / Contractor who meets the following Eligibility criteria may apply for the tender

- I. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the annual estimated cost.
- II. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tender is invited should be either of the following: -
 - a. Three similar completed works, each costing not less than the amount equal to 40% of the annual estimated cost.
Or
 - b. Two similar completed works, each costing not less than the amount equal to 50% of the annual estimated cost.
Or
 - c. One similar completed work, each costing not less than the amount equal to 80% of the annual estimated cost.

2. **RATE:** The quoted rate should include

3. ENGAGEMENT OF CONTRACT LABOURERS :

- a) The contractor should ensure that the character and antecedents of all the contract labours are verified within ----- days through police authorities and the report to be submitted to divisional HR Chief. Anyone with doubtful integrity should not be deployed.
- b) In order to ascertain the identity of all the contract labour engaged by him, the Contractor shall obtain /collect authenticated documents like Aadhaar card/Voter ID as proof of identity. The bio-data, address and certificates of qualification also be collected for verification.
- c) The contract supervisor should have the complete list of the all the contract labours engaged along with their ESIC and EPF /UAN numbers to attend to any eventualities.
- d) The Contract labourers should be dutiful, obedient in nature and maintain discipline and conduct while working within the premises of the company.
- e) The contract labourers shall not be retained on overtime work on any day. However due to exigencies, on Sundays/holidays, the contractor shall deploy the

contract labourers as per the direction given by User dept. from time to time and the same should be strictly on OFF basis. Such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month.

4.SHIFT TIMING : Working hours for the contract manpower shall be as per Factory shifts Timings (subject to change from time to time)

I Shift	:	07:00 Hrs to 15:00 Hrs
II Shift	:	15:00 Hrs to 23:00 Hrs
III Shift	:	23:00 Hrs to 07:00 Hrs

5.0Entry and exit of contract persons into the factory area is controlled by the security authorities of the company. The contract labour should strictly adhere to the timings of entry and exit laid down by the authorities.

6.0The contractor should ensure that all the labourers, supervisors etc., shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

7.0All the contract labourers have to record their IN & OUT punch in the Company's Bio-Metric Attendance system.

8.0 AGE: The contractor should engage the contract labours in the age group **between 18 and 60 years**.

9.0 SUPERVISION: The contractor shall deploy adequate Supervisor/representative at his own cost (in addition to the manpower specified in the tender) to monitor the successful operation of contract -viz deployment of labour supplied, to take the daily and monthly attendance, supervise the work and take instructions from the User Dept. / WelfareDept. for deployments on day to day basis. Failure to deploy Supervisor will entail imposition of penalty.

10. PAYMENT OF WAGES TO TCLs:

- a) The payment of wages to the Contract labourers has to be made on or before 7th day of every month irrespective of receipt of payment from BEML Limited.
- b) The payment to Contract labourers should not be linked with release of payment against the claim submitted by the contractor.
- c) The contractor has to ensure payment of Minimum Wages to all the contract labours as notified by the appropriate Govt. or as decided by the BEML Management from time to time during the contract period.

- d) In line with appropriate Central Government Minimum Wages (including applicable DA) as and when notified by the Govt. or whenever BEML Management offers any increase in wages /production incentives / allowances / bonus / arrears thereof etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by BEML Limited in writing and same shall be reimbursed.
- e) The mode of disbursement of wages should be through Bank / Cheque only as per the amendment of Payment of Wages Act 2016 and Government guidelines.
- f) The contractor should make payment of bonus as applicable under Payment of Bonus Act 1965 every year and National and Festival Holidays based on their attendance which will be reimbursed by the Management

11.0 SUBMISSION OF BILLS:

- a) The Contractor shall make payment to the Contract labourers on or before 7th day of every succeeding month irrespective of receipt of payment from BEML Limited.
- b) The Contractor has to submit his claim including service charges to “The Welfare department, BEML Limited, Engine Division” along with the certified attendance after disbursing the wages to all the contract labourers.
- c) Payment will be made for actual bio-metric attendance only.
- d) The Service Charges shall be payable only for the contract labourers deployed on day to day basis and on any account, service charge will not be paid for any disbursement other than monthly wages like excess man days / leave days, Paid Holidays/additional incentives/bonus etc..
- e) Every month, on satisfactory completion of work, the contractor shall submit the GST Invoice to Welfare Department along with ESI/PF Challans & ECR copies, attendance certified by User Dept. and any other documents as applicable if any, for processing the monthly bill.
- f) The statutory remittances like ESI, PF (inclusive of EDLI, EPF etc.,) have to be made every month regularly to the authorities concerned and the copies of the PF Challans / Electronic Challan Cum Return (ECR) copy, and ESI monthly contribution returns to be enclosed with the monthly bills for processing.

g) On verification of the bills by Welfare Department, the same will be forwarded to the Accounts Dept., (Bills payable Section), for processing the claim and payment to the Contractor.

h) Payment towards ESI and PF will be paid only after submission of challan and ECR copies by the Contractor and after certification by Welfare Dept. If the above copies are not submitted along with the invoice, amount towards ESI and PF will be withheld and will be reimbursed on production of ESI / PF challan and ECR copies.

i) All payments made to the contractor for the total bill will attract TDS (Tax Deduction on Sources) under the IT Act.

12.0 GOODS & SERVICE TAX :

a) Invoice raised by the contractor shall be compliant with the GST law. GST liability is to be discharged and ensure filing of GST return within the time line prescribed.

b) Any Debit / Credit note, supplementary Invoice if any, is to be raised within the time prescribed under GST law.

c) Any loss of Input Tax credit to BEML due to the reason attributable to Vendor, the same shall be recovered from the Vendor with applicable interest and penalty.

13.0 PAYMENT TERM: Payment will be released to the contractor on actual attendance basis within 15 days from the date of submission of claim after verification of all necessary/statutory documents & certification by Welfare Department. In case the contractor fails to carry out the work effectively during any day/period, appropriate deductions will be made and the amount/rate to be deducted shall be decided by the BEML Management which will be final.

14.0 If the work is not carried out satisfactorily, the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

15.0 APPLICABLE LAWS: Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract.

16.0 STATUTORY COMPLIANCE UNDER LABOUR LAWS:

a) The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act-

1970, Employees Provident Fund and Misc. Provisions Act -1952, Employees' State Insurance Act - 1948, Minimum Wages Act -1948, Payment of Wages Act - 1936, Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Employees Compensation Act-1923, Employers Liability Act -1938, Industrial Disputes Act-1947, Factories Act-1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act-1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act- 2013, Mines Act-1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier.

b) Form 5 (Online Half yearly returns) under ESI Act and copies of all returns should be produced to the Welfare department.

c) The contractor is required to submit the muster roll attendance copy of labours engaged duly certified by the Officer in Charge or his representative of User department, to the Welfare department along with the monthly bill for the purpose of processing.

d) Before commencement of work by the Contract, he shall collect Form III from BEML Ltd under Contract Labour(R&A)1970 and obtain Licence from the Appropriate Authorities for supplying Contract labour to BEML.

e) Any other statutory periodical returns/reports to be filed in compliance to the provisions of labour laws, be submitted regularly to the authorities concerned and the documentary proof to be submitted to the Welfare Department, BEML Ltd, ----- Division.

f) Contractor should maintain the following or any other documents /forms required under Contract Labour (R&A) Act1970 and CLRA Rules which can be inspected at any pointof time.

- i) Register of Wages in Form XVII
- ii) Muster Roll in Form XVI.
- iii) Wage Slips in Form XIX

g) The Contractor has to generate and supply the Annual PF Statement in Form-23 to all the contract labour deployed by him. Further, the Contractor has to generate UAN No. for PF Account and render assistance to contract labour ingenerating member passbook.

h) Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/ inspecting authorities.

i) In the event the contractor failing or neglecting to pay amount, due to contract labour in case of any industrial accident, under Employees Compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned and such payment shall be binding on the contractor.

17. EMPLOYEE STATE INSURANCE:

- a) ESI at the rate of 4 % on minimum wages should be paid to the authorities by the Contractor on or before 15th of every month and ESI challan should be produced along with the bill (3.25% towards Employer's and 0.75% towards Employee Contribution as per ESI Act).
- b) Contractor should employ only ESI registered workmen on any item of work inside the factory. If Contractors have workmen who are not yet been registered under ESI, they should ensure that the workers are duly registered before employing them for the work.

18. PROVIDENT FUND/FAMILY PENSION:

- a) The contractor shall recover 12% from labourer wages towards Employee's share of contribution and submit the same along with the employers' contribution at 13.01% thus making a total of 25.01% towards PF/EPF as per Provident Fund Act. The Employer's contribution at 12% shall be borne by the Contractor. EDLI, Admin. and PF charges at 1.01% of labour wages are to be borne by the contractor.
- b) Contractor should have his own code number. If he does not have, he should apply and get the same.
- c) The Contractor should remit PF contributions to the authorities on or before 15th of every month.

19. The Contractor shall obtain requisite license under the Contract Labour(Regulation and Abolition) Act, 1970 and duly observe the provision of the said Act, the Rules and Regulations framed there under as also the provisions of all the other laws including Industrial Dispute Act and Factories Act, as may be applicable to him and his Employee and keep the Company fully indemnified at all times in respect of breaches, if any, of the said laws and against the claim of the employees on any account against the company.

20. All claims arising by or at the instance or on account of the persons employed by the Contractor or on account of wages, allowances, PF, ESI, or otherwise, shall be met by the Contractor on his own account and the company shall be kept fully indemnified. The company shall have no liability in that behalf.
21. If there is any default on the part of the Contractor, an estimated amount towards ESI/PF liability, including the penalty/damage, will be recovered by the company from the bills of the contractors or any other source irrespective of whether it is specifically charged or not.
22. Contractor will settle the claims of the employee whenever such claims arise, either due to termination, discontinuance or death and keep the company indemnified.
23. **EMPLOYER'S LIABILITY INSURANCE POLICY :**
In the event of any accident/injury, disablement, the Contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify BEML in case of any claims arising there of later. Required safety aids and equipments are to be provided to the workers while at work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract – **Employer's Liability Insurance Policy.**
24. The work has to be carried out in First and Second Shifts if required on all working days need basis in a week including Sundays and Holidays as directed by the Officer-in-charge.
25. **SAFETY PRECAUTION:** The contractor should ensure safety of labourers as prescribed by the Director of Factories & Boilers, Govt of Karnataka in connection with the execution of work. The contractor may co-ordinate with Company's Safety Department regarding safety aspects to be complied with.
26. **FACILITIES:** The existing facilities like subsidized canteen and company bus transport (subject to availability of seats) will be extended and cost as applicable will be recovered from the Contractor's bill. The current rates are Rs. -----/-per day per person towards canteen facility and Rs_____ /per month per person towards transport charges. The above canteen/transport charges may vary from time to time.
27. **UNIFORM & PPE's:** The Contractor shall provide/issue two sets of good quality Uniform, one pair of Safety Shoes with two pair socks & ID cards to all the labourers engaged on the work within ONE MONTH from the date of releasing of Purchase order. Helmets also should be provided to contract labours wherever required. Non supply of uniform, Safety Shoes, helmet, ID card will amounts to

violation of contract conditions and liable for recovery of Liquidated Damages from the running bills.

28. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case after minations, discontinuance or death etc.,.
29. **ACCIDENTS INJURIES AND DAMAGES:** The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses& claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works.

ANNEXURE- D

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

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

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

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

ANNEXURE- E

TAX INDEMNITY CLAUSE DECLARATION

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

1. The supplier of goods / services shall comply with all the procedural requirements and relevant provisions under GST Law so as enable BEML Limited (BEML) to avail input tax credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the supplier themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with – held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various tax laws in India and rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier .Similarly, the benefits enjoyed by the supplier and other player in the supply chain are also required to be passed on the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The supplier shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the supplier including job-workers/sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/services.
5. Timely provisions of invoices /debit note/ credit note: The supplier has to timely provide invoice/debit note / credit note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries(credit note, purchase returns, debit notes) shall be made before September of the succeeding financial year.
6. BEML shall identify the place of supply to enable to avail the GST credit at right location.
7. Advance payment if any made before supply of goods /services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the moment of goods.
8. Any known discount shall form part of terms of the agreement to enable supplier / BEML to claim tax adjustment.
9. The invoice for services shall clearly bear the GSTIN No. along with the purchase order No. and date accompanied by despatch advice and date of packing list.
10. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the government of India.
11. Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall liable to discharge the same. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
12. Any liability arising out of dispute on the tax structure, computation, payment to the Government and filing of returns will be to the suppliers account.
13. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of service".

14. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
15. The Bid evaluation criteria will include but not limited to GST compliance rating when introduced and operational by GSTN. The purchase order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:
