



BEML LIMITED

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

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

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

Bid No. 6300038806

Date: 01.05.2024

TENDER NOTICE

**Request for Quotation for
Contract for Housekeeping Works at BEML Soudha located at Bangalore
for a period of 2 years**

**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

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

Table of contents

Sl. No.	Particulars	Page No.
1	Introduction	03
2	Instructions to Bidder	04
3	Technical Criteria details	05 to 07
4	Scope of Work	08 to 14
5	Terms and Conditions	15 to 21
6	General Terms and Conditions	21 to 29
7	Undertaking as per Annexure – 1	30
8	Undertaking as per Annexure-2	31
9	General Data in respect of your company as per Annexure – 3	32
10	Integrity Pact Format	33 to 40
11	GST as per Annexure -4	41 to 43



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Introduction

General Information

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

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

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

2. Bid Submission Process

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

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

You are required to submit your bid in Three parts viz. **Pre-Qualification bid , Technical bid and Price Bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted.

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The objective of this RFP is as follows:

- a. All firms/agencies have to submit the Pre-qualification bid i.e., submission of EMD through manual mode / through online or Exemption Certificate.
- b. Duly signed Original Integrity Pact along with annexure. The above are to be submitted in a sealed envelope. The Technical bid and price bid to be submitted through SRM Platform only.

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

1. SUBMISSION OF BIDS

This Tender consist of Three parts:

- Part A** – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) in manual Mode/ through online mode.
- Part B** – Technical Bid i.e. Submission of Technical Bid (Through e-mode on BEML SRM system)
- Part C** – Submission of Price Bid (Through e-mode on BEML SRM system)

PART A – Pre-Qualification Bid (Submission of EMD) & Integrity Pact.

2.1 Earnest Money Deposit (EMD):

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn on any scheduled bank for Rs.2,06,000/- (Rupees Two Lakh Six Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore. Bidders exempted from Earnest Money Deposit (EMD) shall submit valid exemption certificate from competent authority as pre qualification bid.

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

Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

- i) Read the terms & conditions, tick the acceptance box and click on Proceed.
- ii) In 'Select State' dropdown, select All India and click on the Go button.
- iii) In 'Select Payment Category', select EMD.
- iv) 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 2,06,000/-

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

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Payment of EMD amount through DD / Banker's Cheque :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn on any scheduled bank for Rs.2,06,000/- (Rupees Two Lakh Six Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

2.2 The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate in Sealed envelope duly superscribing the Bid Invitation No. 6300038806 dated 01.05.2024, Closing date 23.05.2024 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

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

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope superscribed with Bid Invitation number and date has to reach the address as mentioned below on or before the closing date & time of the tender.

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

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

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

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

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate with due date and 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. 2,06,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technically disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e 23.05.2024 @ 15.00hrs
- i) No responsibility will be taken for postal delays or non-delivery/non receipt of EMD/ EMD exemption certificate.



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The bidders have to submit their quotation ON LINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension, clarification etc., if any to the tender will be hosted on BEML website www.bemlindia.com only. Bidders shall regularly visit BEML's website to keep themselves updated.

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

Any queries/clarification / information / details regarding tender enquiry to be communicated only through email Id: purchase@purchase.beml.co.in.

Any queries related to submission of quotation may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at Phone No.080-22963269, 22963141.

Digital Signature

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on BEML e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

Integrity Pact :

Duly signed Integrity Pact (I.P.) in original with seal of the firm by the tenderer along with its enclosure. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact. Bidders who are interested to participate in this tender are required to enter an 'Integrity Pact'. The Integrity Pact envisages an agreement between the prospective bidder and the Company committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those Bidders, who

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

The Central Vigilance Commission (CVC) has appointed Shri Kasividyasagar, IAS (Retd.) and Shri Lt. Gen. Abhay Krishna, (Retd.) as Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri Kasividyasagar, IAS (Retd.)
House no 55,
Dream valley gated community,
Manikonda, Hyderabad – 500089.

Ph: +91 9771407778

[Email : kasividyasagar@gmail.com](mailto:kasividyasagar@gmail.com)

Shri Lt. Gen. Abhay Krishna, (Retd.)
4A-902, Gurjinder Vihar,
AWHO Township, Sector CHI-1,
Greater Noida, UP – 201310.

Ph: +91 9871234353

[Email : abhayabk@gmail.com](mailto:abhayabk@gmail.com)

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PART-B : Submission of Technical Bid (Through e-mode on BEML SRM System)

PART-C : Submission of Price Bid

Please upload the following documents in the GEM portal

Technical Criteria

Mandatory requirements

Sl. No.	Criteria Details	Documents required to be uploaded in collaboration folder on SRM System in PDF format for evaluating the criteria *)
01.	General Data in respect of your Company (i.e., company profile).	Undertaking document as per the Annexure -1 duly signed with seal to be uploaded.
02.	Declaration stating that your firm is not banned / blacklisted / debarred from Trade by any Central / State Government Department / Autonomous Institutions or PSUs in India.	Undertaking document as per the Annexure-2 duly signed with seal to be uploaded.
03.	An undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all the tender terms and conditions.	Undertaking document as per the Annexure-3 duly signed with seal to be uploaded.
04.	The average annual Turnover for the last 3 financial years, i.e., 2020-21, 2021-22 & 2022-23 shall not be less than Rs.30.90 Lakhs. NOTE: Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years (2020-21, 2021-22 & 2022-23) duly certified by auditor shall be scanned and uploaded along with the technical bid.	Please upload the scanned copy of audited Balance sheet along with the Profit and Loss statement for the last three (03) years (i.e., 2020-21, 2021-22 & 2022-23) in lieu of audited financial results of financial years, audited financial results of calendar years may also be considered as deemed appropriate or duly certified by the auditor for the certified reports.

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Sl. No.	Criteria Details	Documents required to be uploaded in collaboration folder on SRM System in PDF format for evaluating the criteria *)
05.	<p>Experience of having successfully completed similar contracts during last 5 years ending last day of month previous to the one in which Tenders are invited, should be either of the following:</p> <p>a. Three similar completed works costing not less than Rs.41.20 Lakhs OR</p> <p>b. Two similar completed works costing not less than Rs.51.50 Lakhs OR</p> <p>c. One similar completed works costing not less than Rs.82.40 Lakhs</p>	<p>Please upload work order copy along with work completion certificate for any of the applicable criterion (i.e., a, b or c)</p>
06.	<p>Contract Details</p>	<p>List of contracts completed during the last 5 years ending last day of month previous to the one in which Tenders are invited to be furnished with Company address, contact person and contact numbers</p>
07.	<p>Performance Certificate</p>	<p>Please upload the performance certificate, Service completion from the customer against above referred contract / PO for satisfactory Services. If the contracts were carried out in other than Government / PSU's the bidder has to submit TDS certificate along with work completion certificate.</p>
08.	<p>The bidders should quote his / their Organization's Registration / Code number for the registrations with ESI / PF authorities / Labour License (if obtained for similar works) /GST registration /PAN. Bidders should have their office at Bangalore</p>	<p>Please upload the relevant copies. The Bangalore office address and the local representative name with contact number to be furnished.</p>
09.	<p>Special conditions arising out of implementation of GST.</p>	<p>Please affix signature along with seal on each page and upload the documents as per Annexure-4.</p>



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

Important Note:

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

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

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

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PART-C : To be submitted through e-mode on BEML SRM System.

Please quote the price details in 'Item Data' in the system only as indicated.
Bidder has to quote for all the line items, else their bid shall be rejected.
The details to be entered in the Item Data in the SRM system is as given below:

Description	Charges per Working Day (without GST) Rs.
<p>HOUSEKEEPING WORKS CHARGES PER WORKING DAY (Without GST)</p> <p>Housekeeping Charges per Working Day for the Scope of Work as indicated, at BEML Soudha, Bangalore.</p> <p>Note: The bidder should consider the following points while quoting the charges per working day:</p> <ol style="list-style-type: none"> a. Minimum Wages as per Central Government Notification vide ref. F.No.1/8(3)/2023-LS-II) and No.1/8(5)/2023-LS-II) dt. 26.09.2023 and minimum manpower deployment as indicated at Table-2. b. Statutory payment requirements like ESI, PF, Bonus etc. to the labours engaged. c. Uniform, safety shoes, socks, ID Cards etc. d. Minimum requirement of materials/ consumables, as per Table- 3&4. <p>Rates and brands considered for House Keeping materials at Table-3 & 4, should be indicated by the bidder separately.</p>	

- a) Note : GST will be paid Extra
- b) Quoted price shall be inclusive of "Prescribed Uniforms (Pant / Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals" which are to be provided by the Contractor as per details given below:
- c) Uniform: 2 sets per year
- d) Shoes & Chappals: 1 pair per year
- e) Socks: 2 pairs per year
- f) ID Card

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- g) You are requested to submit the wages details and number of persons deployed for records to the user department.
- h) The quoted prices are firm and fixed for a period of 2 Years., However, any change in Minimum wages as per GOI notification shall be applicable for manpower deployed. BEML shall reimburse the same against submission of documentary evidence.
- i) The Minimum monthly Materials required for House Keeping as indicated at para subsequently should be ensured.

SCOPE OF WORK:

The Contractor shall provide service for Housekeeping work comprising of housekeeping works during the day by sweeping, mopping, cleaning of doors, glass panes of windows, removal of floor stains, cleaning of staircase and railings, projections, washing, servicing, removal of stains in the toilet blocks, removal of cobweb, roof terrace cleaning etc., cleaning in common areas, cleaning of drains blockage, clearing surrounding open area, collection of garbage and removal of garbage from dustbins and debris, rubbish etc., Collection, handling of garbage of any kind including dried leaves, branches of trees etc., cleaning of static water tanks, sumps and overhead tanks including supply of required materials / consumables, etc., all complete as directed by Officer-in-Charge of the subject area.

Area for Upkeep and maintenance work at the premises – BEML Soudha Bangalore.
(Table-1)

SLNO	DESCRIPTION	BEML SOUDHA
01	Floor Area	6064 Sqm
02	Wash Rooms / Toilets	38 Nos
03	Roads Open Area	5150 Sqm

- As and when required cleaning to be done at directed places.

Scope of Housekeeping contract for Corporate office

- a) **Sweeping and Mopping:** Sweeping, mopping by using disinfectant and clearing of dustbins in all the allotted offices and corridors daily before office scheduled timings. As and when required, mechanized scrubbing and vacuum cleaner machine to be deployed for cleaning
 - b) **Cleaning of toilet:** Work involves cleaning, washing, the toilet blocks including urinals, wash basins, water closet pans, tiled surfaces etc. thrice a day and keeping the area neat & clean always by using soap water/phenyl of adequate quantity etc. to maintain
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good hygienic condition. Any blocks in sanitary chambers or sanitary line have to be cleared immediately & maintain storm water drain

- c) **Removal of Cobwebs:** Work involves removal of cob-webs in all the offices & open area as specified & directed as & when required.
- d) **Cleaning of Doors, Glass Shutters etc.,:** Cleaning of doors, glass shutters of windows / Ventilators etc., at all offices, open areas as & when directed.
- e) **Cleaning:** Cleaning outside area daily, sweeping of roads, Pathways on daily basis & keep neat & tidy always. The swept materials shall be collected and kept in the box/dust bin outside the buildings at specified locations.
- f) **General works:** Works involves Cleaning of Ground water tanks, sumps, overhead tanks, static tanks or any other jobs assigned by the In-charges at various locations once in three months or as & when required including on holidays/working days during exigencies.
- g) **Roof & Chajja Cleaning including trimming of Small Branches:** Work involves cleaning of all building roofs / terraces, chajjas, water outlet pipes for free flow of water, scooter/car parking area as and when required.
- h) **Rodent menace:** To be controlled by placing rat traps and gum plates as and when required. To be cleared off after 2 days or when in case of any trap.
- i) **Pest Control:** Spraying with ecofriendly chemicals has to be done once in two months, for eradication of both household & open area pests.
- j) **Fogging:** has to be carried out for mosquito eradication once in a month
- k) Loading and unloading of wastage & Salvage materials at Corporate Office and Bangalore Complex or as may be directed by BEML, as and when required.

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Minimum Manpower Requirement per day (Table-2)

Sl. No.	Description	Qty	Category
1	Supervisor	1	Skilled
2	Unskilled Labour	12	Unskilled
Total		13	

Note:

The Contractor should deploy minimum manpower per day as mentioned above.

The contractor may also deploy extra manpower, if required, to meet the requirements of job assigned. No extra payment shall be made by BEML.

House Keeping Materials –The Contractor must supply the consumables as per the below list for carrying-out the housekeeping activities smoothly.

A) Minimum monthly consumables to be supplied by the Contractor:

(Table-3)

Sl. No.	Item description	Unit	Qty per month		
			Quantity	Rate in Rs.	Amount
1	ACID (01 LITRE BOTTLE)	Nos.	2.00		
2	AIR FRESHNER (ODONIL 50 GM)	Nos.	32.00		
3	BLEACHING POWDER (1KG)	Pockets	2.00		
4	BRASSO (500ML)	Bottles	2.00		
5	CARPET BRUSH	Nos.	2.00		
6	COBWEB BRUSH	Nos.	3.00		
7	COCONUT BROOMS	Nos.	6.00		
8	COLIN SPRAY (500ML)	Nos.	15.00		
9	DETTOL (500ML)	Bottles			

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			5.00		
10	FLOOR MOP CLIP AND MOP SET	Nos.	20.00		
11	FLOOR MOP REFILL	Nos.	9.00		
12	FLOOR SQUEEZER 2" size	Nos.	10.00		
13	GARBAGE BAGS (SMALL- 13 PIECE PER POCKET)	Pockets	12.00		
14	GARBAGE BAGS Large- Size: 30" X 37", 15 bags PER POCKET)	Pockets	84.00		
15	GLASS SQUEEZER	Nos.	2.00		
16	HAND BRUSH	Nos.	2.00		
17	HANDWASH SOAP LIQUID (FEM, LIFEBOY) 5L CANS	Cans	9.00		
18	HARPIC 500ML	Bottles	36.00		
19	HIT OR MORTEN (300ML)	Nos.	10.00		
20	KITCHEN CLOTH	Nos.	30.00		
21	MOP CLOTH	Nos.	30.00		
22	NAPHTHALENE BALLS (1KG)	Kgs	2.00		
23	PHENYL (FLORA GREEN MAKE) 1L BOTTLE	Litres	12.00		
24	PLASTIC SCRUBBER	Nos.	15.00		
25	ROOM SPRAY (PREMIUM OR BRANDED MAKE)	Nos.	20.00		
26	SCORTCHBRITE (BIG)	Nos.	30.00		
27	SOAP OIL (MULTI PURPOSE CLEANER MAKE) 5L CANS	Nos.	12.00		

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28	SOFT BROOMS	Nos.	25.00		
29	SOFT NYLON BRUSH	Nos.	5.00		
30	SPONGE	Nos.	10.00		
31	STEEL WOOL	Nos.	10.00		
32	TOILET BRUSH	Nos.	15.00		
33	TOILET ROLLS	Nos.	312.00		
34	URINAL CAKES (HYGIENE)	Nos.	48.00		
35	VIM OR EXO POWEDER (1KG)	Kgs	8.00		
36	Handy YELLOW CLOTH	Nos.	30.00		
37	LIZOL (500ML)	Cans	10.00		
38	DOMEX (500ML)	Cans	10.00		
39	VIM LIQUID (250ML)	Cans	10.00		
40	Magic Butane gas of 400 ml for fogging	Cans	8.00		
41	Rat mats to catch rats for rodent control	Nos.	18.00		

B) The following items have to supplied by the contractor for complete two years period:
(Table-4)

1	Plastic BUCKETS of 15 Litres capacity	Nos.	60.00		
2	Plastic BUCKETS of 5 Litres capacity	Nos.	100.00		
3	Plastic DUST PAN SMALL	Nos			

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			100.00		
4	Plastic MUGS 1 litre capacity	Nos	100.00		
5	Fogging Machine Aspee brand Duo Fogger code FOG/002	Nos.	1.00		
6	Pest control spray machine Aspee brand 10 litres	Nos.	1.00		
7	Delfog Deltamethrin Public health insecticides chemical of 1 litre capacity for fogging	Litres	2.00		
8	Delfog Deltamethrin Public health insecticides chemical of 1 litre capacity for Pest control	Litres	2.00		

Note:

1. All the above works are to be treated as one Job
2. The contractor to deploy minimum no. of Man power as indicated at Table-2, to keep all the listed areas clean & hygienic. Any short deployment in man power, proportionate deduction will be carried-out based on the minimum wages as per Government notification.
3. The contractor must use standard brand materials for cleaning & should keep sufficient stock of the same. Chemical substances used for Housekeeping works should be used at permissible level and should not impact work environment.
4. Materials to be supplied by 10th of every month or as directed by officer-in-charge.
5. The rate quoted shall be inclusive of above consumables (as listed in Table 3 & 4) required for the work. Any short supply in monthly / complete contract requirement, proportionate amount deduction will be carried-out in monthly bills.
6. Reports: Various records & reports needs to be maintained & generated by the agency within the time frame specified both in soft and hard formats.
7. Mechanized equipment like vacuum cleaner and Floor scrubber machine may be used as & when required as per the directions.

BEML LIMITED

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"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TERMS AND CONDITIONS FOR THE CONTRACT

1. The contract shall be for a period of Two years.
2. BEML Limited shall reserve the right to short close the contract by giving One month notice or without notice for breach of contract or without assigning any reason whatsoever.
3. Contractor Should submit ALL RISK COVERAGE POLICY covering all the Contract Workers.
4. The age of the personnel engaged should be preferably between 18-60 Years
5. Periodical rotation of the personnel deputed should be ensured.
6. No conveyance / accommodation shall be provided by the Company.
7. Personnel engaged shall be on duty in the shift of 8 hours duration.
8. In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
9. Personnel engaged should ensure perfect discipline and behavior and diligent performance of duties and in no circumstances, they may cause any interference, annoyance or nuisance to the officials of the Company.
10. The Personnel shall report for the duty in uniform and shoes, which are to be provided by the Agency / Contractor.
11. Canteen facilities - tea & coffee will be provided for the personnel who are on duty, twice a day free of cost.
12. The Supervisor should ensure control over their personnel, reporting of personnel, their derailment, etc.
13. The agency should make their own arrangements to provide accommodation to their staff.
14. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc.,
15. Agency should provide all equipment in good condition, as per requirement.
16. Safety Belts, Safety Equipment's shall be provided.

PAYMENTS:

1. Payments to the Labourers engaged should be made on or before 7th of each month through bank. No deductions other than statutory shall be permitted.

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

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

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Penalty Leviable in Monthly Invoice

Sl. No.	Description	Penalty
For Complaints (THINGS TO BE TREATED AS COMPLAINTS)		
01	Minimum Labours per day as in Table no. 2 should be deployed	For any short deployment, proportionate amount based on minimum wages will be deducted
02	Minimum one Supervisor should be available on any working day	If there is any short fall, a penalty of Rs.200/- will be imposed per man-day
03	Monthly required materials / consumables as per Table-3, to be supplied within 10 th instant of every month	a) For any short supply against monthly requirement, proportionate deduction as per Table-3 will be made. b) For any delay in supply beyond 10 th instant of every month, 0.1% of monthly bill will be deducted for each week & maximum of 0.3% of monthly bill. Note: Part of week will be considered as one week.
For statutory requirements		
04	Uniform, Socks & Shoes (Personnel Protective Equipments wherever applicable) to be issued within 30 days from the date of release of the Purchase order for the requirement of 1 st year. And for the requirement of 2 nd year, the same has to be issued within end of 13 th month of the contract.	0.5% of monthly bill will be deducted per week of delay, subject to maximum of 2%.
05	Monthly wages to be paid on or before 7th day of every month	0.1% of monthly bill for delay of every 1 day, subject to maximum of 2%.
06	Delay in remittance / filing of returns of PF /ESI contribution/ GSTR1 & GSTR3B Return & Taxes.	Till the remittance of contribution / filing of returns on monthly basis, the payment of monthly bills will be withheld.



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OTHERS

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

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

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

Fax/email quotations are not acceptable.

PERIOD OF VALIDITY OF BIDS

1. Bids shall remain valid for 90 Days from the date of bid opening.
In exceptional circumstances, BEML may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.
2. The Company shall be entitled to forfeit the whole or any part of the Security Deposit / Performance bank Guarantee for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.
3. Quotation without EMD or insufficient EMD will be rejected outright.

4. Performance Bank Guarantee (PBG):

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



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of the Chief General Manager (Finance), Corporate Office, Bangalore will be final with regard to the encashment of Bank Guarantee.

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

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

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

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

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

10. PAYMENT OF MINIMUM WAGES:

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

11. The Contractor should maintain all Registers and Records / Returns required for ESI / PF payment, Payment of Wages Act, Minimum Wages Act, Bonus Act, Contract Labour (R&A) Act 1970, etc and under any other statute and produce them for verification as and when called for by the Company / Inspecting authority.

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

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

13. The Labourers employed for executing the work in this contract shall be trained, healthy and able bodied persons, capable of doing the work for which their services are intended. They shall be above 18 years and preferably below 60 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.

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

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

16. ACCIDENT

- a. The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI Act and PF Act from the very 1st day of the engagement.
 - b. The contractor will make proper arrangements for medical attention and treatment to the staff.
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- c. The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.
- d. In respect of disputes arising under this contract or connected, the court situated at Bangalore alone shall have jurisdiction to entertain and adjudicate the matter.

GENERAL TERMS & CONDITIONS:

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

(i) ARBITRATION :

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

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

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

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the

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contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard

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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".

(v) BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under Clause -12 hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) JURISDICTION

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

(vii) DRAWINGS AND DOCUMENTS:

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

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designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

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

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(xii) NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

SEXUAL HARASSMENT:

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

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the successful bidder:

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

BEML LIMITED

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

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

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



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"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TERMS AND CONDITIONS:

1. Contractor shall be responsible for implementing the provision of the Contract Labour Act in toto and be responsible for any repercussion arising there from for non-compliance thereof. Contractor shall comply with all the requirements of various labour laws and acts such as Payment of Wages Act, Employer's Liability Act, Workmen's Compensation Act, ESI Act, Contract Labour (Abolition & Regulations) Act, Minimum Wages Act etc., at your expenses and shall maintain all Registers and Records required for ESI, PF, payment of wages, Bonus Licences etc., under the statutes and produce them for verification as and when called for required by the Government authorities for engaging Labour. In the event you fail or neglect to pay any amount due by you under the various laws and acts, BEML is entitled to withhold the same from any amount payable to you and remit the same to the concerned authorities and such payment shall be binding on you.

The agency shall carryout the work as per the programme or as directed by the BEML Management from time to time. The agency will be responsible to ensure payment of Minimum wages as notified by the Central Government from time to time and other statutory requirements viz., PF, ESI, Bonus etc., to the personnel deployed. In case, Wages / VDA are changed by the Government, the same will be made good by BEML to the agency for disbursement to be deployed personnel. However, the relevant notification of applicable Central wages is to be submitted by the agency.

ESI / PF remittance proof along with ESI / PF recovery statements as may be applicable shall be produced. On receipt of the bill with all these details, the officer in-charge will arrange processing the bills for payment.

2. Contractor shall be solely responsible for payment of wages, bonus and other dues and for deduction of statutory dues like PF, ESI etc., in respect of your labourers who are engaged in the premises of BEML for carrying out the various duties covered by this agreement and BEML shall not be responsible for payment of the same and produce valid documents. You are also solely responsible in the matter of coverage of your labourers under various statutes, maintaining of registers and submission of returns pertaining to your laborers in BEML premises, under various statutory enactments including Workmen's Compensation Act which are applicable to them. BEML shall not be responsible for any payment of any amount, any penalty or fine imposed on you (your Organization) for any defaults under such statutes and should BEML be called upon to pay any such amount, penalty or fine, you shall make good such sums as paid from the amounts due and payable to you. You shall hereby agree to pay all the statutory payments like PF, ESI, etc., in respect of your laborers directly to the said authorities

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and agree to keep BEML fully indemnified and harmless against any such claims against it from these authorities.

3. In the event of any accident / injury / disablement, you shall arrange to pay the requisite compensation legally payable to the concerned worker / dependents and also indemnify BEML in case of any claim arising there from later. The Contractor shall secure and maintain during the term of this agreement, accident insurance with medical coverage and any other insurance required by applicable law, decree or regulation to be carried on by the Contractor's personnel performing services under this Agreement. BEML shall not be responsible for any injury / accident to any of Contractor's employee / laborers.
4. The total area to be covered for the details of the job indicated, will be the specified area in BEML Soudha as well as the built-in-area covering ground floor, first floor, second floor and third floor, including corridors, ramp areas, staircases, etc., Guest House – Exe. & VIP & Company Accommodation.
5. BEML reserves the right to withhold payment, as decided by the management, in case it is found that you have not performed the job entrusted to you satisfactorily or when the personnel to be engaged by you are not present themselves, or are not available during the office hours. Shall ensure that the premises of the company are kept and maintained satisfactorily according to the standards required from time to time.
6. Contractor shall submit the credentials of the persons deployed, shall provide bio-data and full addresses of all persons to the Company who would be attending to the work at the Company's premises. Police Verification Certificates is essential for personnel engaged by the contractor. The company reserves the right to permit only those of the contractor's workers who have been cleared by the Company from its security point of view to work at their premises. You shall ensure that all persons employed by you for carrying out the various duties as per this agreement shall conduct themselves subject to the rules and regulations of the company with regard to discipline and security. Contractors must carry adequate Workers Compensation Insurance. Safe Work Method Statements must be completed for all routing work. Contractor must comply with relevant occupational health and safety legislation and regulations. All employees shall be covered under ESIC. Shall arrange Safety training and national safety council and shall be conducted once in a year (Fire safety and electrical safety.) Personnel shall be provided with safety belts, all basic and special engineering tools and equipment

BEML LIMITED

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required to carry out maintenance activities including digital thermometer / multimeter, meggers, ammeter, etc.,

7. Contractor shall carry out duties on all working days 24/7 and on holidays also, at no additional cost. Deductions will be carried out in the amount payable for the services not provided on day to day basis (including men & material).
8. Any taxes including Income Tax or levies imposed as per law shall be recovered and remitted from the amounts payable to you.



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Annexure – 1

Bid No.6300038806

Date: 01.05.2024

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 – 2

Bid No.6300038806

Date: 01.05.2024

To:
The Executive Director (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the Bid #6300038806 dated 01.05.2024 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure-3

Bid No.6300038806

Date: 01.05.2024

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

Sl. No.	Description	Details to be filled / uploaded	
1	Name of Firm / Agency		
2	Name of the owner of the firm / Agency		
3	Address of the Firm / Agency		
4	Postal address for correspondence (with name of the contact person) with telephone number, fax and e-mail ID		
5	GST Registration Number	Please upload copy of GST registration certificate	
6	PAN details of the firm / agency with a copy of PAN Card	Please upload copy of PAN Card.	
7	Please indicate your licence No. (Presently applicable in other company) under Contract. Labour Regulation and Abolition Act 1970 & the rules there under.	Please upload the details.	
8	Electrical Licence No. and validity		
9	Details of Annual Turnover for the previous 3 years i.e., for the period FY 2020-21, 2021-22 & 2022-23 (in Rs. Lakhs)	Financial Year	Annual Turnover
		2020-21	
		2021-22	
		2022-23	

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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(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.

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(2) If the principal obtains information on the conduct of any of its employees which is a criminal

offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal

as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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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

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to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

(1) The Bidder 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

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- (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 nonbinding 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.

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(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.

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)

(Office Seal) (Office Seal)

Place-----

Date -----

Witness 1:

(Name & Address)

(For & On behalf of Bidder/Contractor)

Place-----

Date -----

Witness 1:

(Name & Address)



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Witness 2:

(Name & Address)

Witness 2:

(Name & Address)



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Bid No.6300038806

Date: 01.05.2024

Annexure - 4

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

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

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BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
 5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
 6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
 7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
 8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
 9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
 10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
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11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____
