

Ref : EMCP/1900054325/L&UL/Tender Document

Date : 12-04-2023

## **Tender Document**

**Subject**

**Contract for Loading & Unloading at BEML Ltd., KGF.**

## Tender Document

**Subject**    **Contract for Loading & Unloading at BEML Ltd., KGF.**

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**1. Tender Notice**

Senior Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115, invites Tenders in two-bid system (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

**Contract for Loading & Unloading at BEML Ltd., KGF.**

SI No	Description	Details
1	Approximate value of contract	328.94 Lakhs (Excluding GST).
2	Duration of the contract	Five Months

Note : (1) Value indicated at 1 above includes Labour Expenditure and Supply of Items, Other expenses, etc.

(2) Firm to quote Rate/Ton in Rs (Excluding GST) against BOQ. Minimum Assured Tonnage per Month is 2000.

(3) Labour expenditure like monthly wages, PF, ESI, Bonus, Annual Leave Wages, Holidays Payment, Applicable Shift Allowance, Applicable Annual Increment, Any hike in VDA, minimum wages, etc. to be paid by the contractor/firm as per prevailing wages and statues.

(4) Firm to consider all other expenditures like expenses towards Uniforms, Shoes, Socks, ID Cards, Contribution towards KLWF, Labour License, Bank Guarantee, Workmen Compensation Insurance Policy, etc., while quoting their charges.

For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT.

Senior Manager - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

emekgf@beml.co.in

**2. Letter to Bidder / Tenderer**

To : M/s

Dear Sir,

Further to the tender notice (at page 3/46), we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru & Palakkad.

BEML desires to establish **Contract for Loading & Unloading at BEML Ltd., KGF.**

Bids in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can down load the tender document and quote in two bid system.

**Instructions for submission of bids:**

(1) **Pre-Qualification Bid** : EMD or Valid NSIC certificate/ MSME Udyam Registration Certificate, etc., (Firms claiming EMD exemption) are to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address, etc.,

**OR** to be sent to e-mail [emtenderbox@beml.co.in](mailto:emtenderbox@beml.co.in)

BEFORE THE BID CLOSING DATE & TIME.

(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.

**(A) Submission of Technical Bid :**

(a) Please upload all the technical bid documents in the Collaboration Folder in the system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

(b) Corrigendum regarding the tender if any will be published in BEML website before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(c) Documents as indicated in the Technical qualifying criteria are to be uploaded in Collaboration Folder on SRM Platform. Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.

(d) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

(e) Please note that **commercial bid / Price details should not be uploaded in the technical bid failing which the tender / bid will be liable for rejection.**

**(B) Submission of Commercial Bid :**

(a) Please quote the price details in 'Item Data' in SRM system only against the respective items provided therein, before tender closing date and time specified.

(b) Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.

(c) **Before submitting the bid, Firms may visit the work place / site to know the scope of work.** Prior appointment may please be obtained from DGM – Stores, EM Division, Contact No. 08153-279341/42. e-mail : emh@beml.co.in

(d) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).

(e) Conditional offers are liable for rejection.

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

(4) For any technical issues / assistance in submitting the tender in SRM platform, firms may contact BEML SRM Team at CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027.

Phone : 080-22963269, 22963141

e-Mail : [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

(5) For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT. Also refer Bid Invitation and all attachments.

Thanking you,  
For BEML Limited  
Sr.Manager - Contract Purchase  
EM Division,  
BEML Nagar, KGF – 563 115.

2.1	(A) Tender Description	Contract for Loading & Unloading at BEML Ltd., KGF.									
	(B) Contract Period	Five Months.									
	(C) Tender Reference	EMCP/1900054325/L&UL/Tender Document dated 12-04-2023									
	(D) Tender Closing Date / Time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in Bid Invitation / BEML website.									
	(E) Security Deposit	10% of Contract Value (Including GST).									
	(F) Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against Form No III.									
	(G) PF / ESI	Firm should have PF/ESI Code Numbers OR on award of contract, successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Karnataka) they have to agree to obtain separate sub code for the local area.									
2.2	<b>Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)</b>										
	(A1) Earnest Money Deposit (EMD) Returnable	<b>Rs 6,58,000/-.</b> (Rupees Six Lakhs and Fifty Eight Thousand only).									
	<b>(a) Method for Payment of EMD (Earnest Money Deposit) :</b>										
	EMD to be deposited in particular Bank a/c and the same will be used for refund.										
	For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :										
	<table border="1" data-bbox="397 1407 1218 1543"> <thead> <tr> <th data-bbox="397 1407 669 1474">Current Account No</th> <th data-bbox="669 1407 928 1474">Division / Complex</th> <th data-bbox="928 1407 1107 1474">Customer ID</th> <th data-bbox="1107 1407 1218 1474">CIF No</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 1474 669 1543">38285193426</td> <td data-bbox="669 1474 928 1543">KGF</td> <td data-bbox="928 1474 1107 1543">19574</td> <td data-bbox="1107 1474 1218 1543">40089</td> </tr> </tbody> </table>			Current Account No	Division / Complex	Customer ID	CIF No	38285193426	KGF	19574	40089
Current Account No	Division / Complex	Customer ID	CIF No								
38285193426	KGF	19574	40089								
	Link the account to your respective user id approaching local SBI.										
	The accounts are first to be linked to the respective CIF mentioned against division.										

Link the account to your respective user id approaching local SBI.

The accounts are first to be linked to the respective CIF mentioned against division.

Further administrator has to perform some steps to link the account to SBI collect.

SBI collect file is to be created and the branch is to be approached to approve the SBI collect link. Once it is approved by SBI Branch and their head office, they will provide one link and the same is to be provided to purchase department so that in each tender the respective link will be displayed.

Further auto sweep instruction to the respective cash credit account of the division is to be given.

Any clarification may be obtained from the respective bank and in case of difficulties, DGM(F), Corporate Office , BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027 may be intimated in order to take up with SBI.

Instructions for paying amount in the link

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

1. Click the link and it will take to the SBI collect site. (Annexure A)
2. Click the below conditions button and then proceed.
3. Select the below options (Annexure B)

**State of Corporate / Institution \***      **All India**

**Type of Corporate / Institution \***      **PSU-Public section undertaking**

Then click the Go

4. For PSU - PUBLIC SECTOR UNDERTAKING Name, select BEML LTD KGF- (Annexure C)

**And then Submit**

Select payment category as EMD/Tender Fee and fill the format (Annexure D).

Annexure A

State Bank Collect

Products & Services Know More

STATE BANK COLLECT  
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

[Terms Used](#)

- > Corporate Customer: Firm/Company/Institution (F/CI/I) collecting payment from their beneficiaries.
- > User: The beneficiary making a payment to F/CI/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed for payment.)

Proceed

Waiting for www.onlinesbi.com...

Annexure B

State Bank Collect

SBI

State Bank Collect

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect

Exit

State Bank Collect 05-Aug-2019 [12:51 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution \* All India

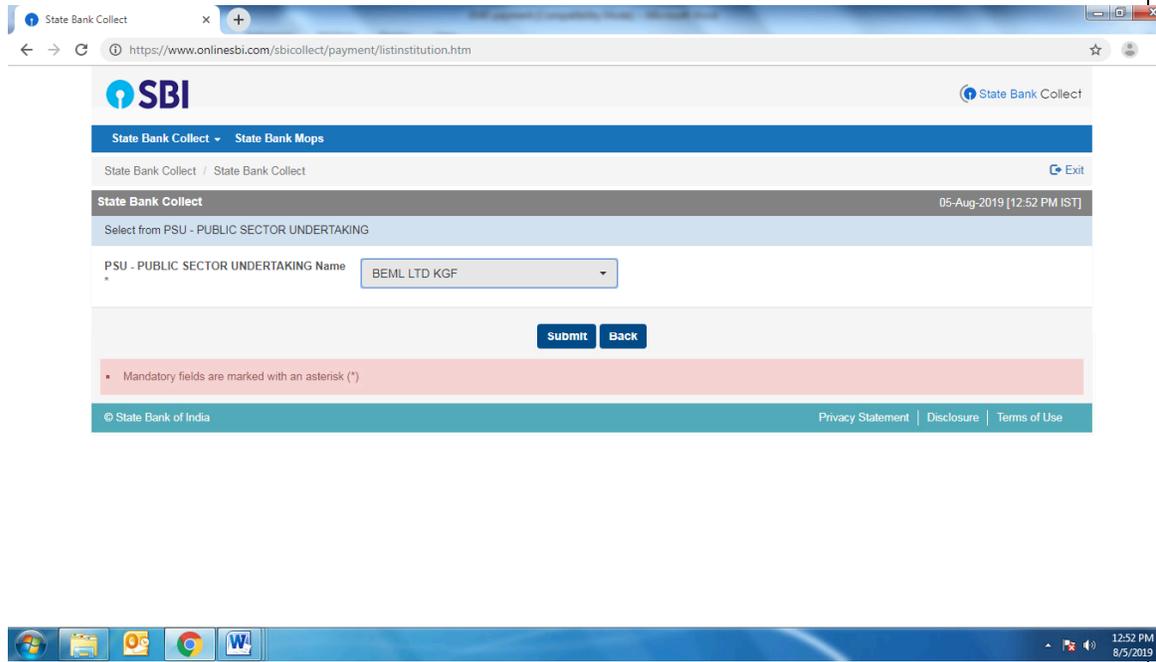
Type of Corporate / Institution \* PSU - PUBLIC SECTOR UNDERTA

Go

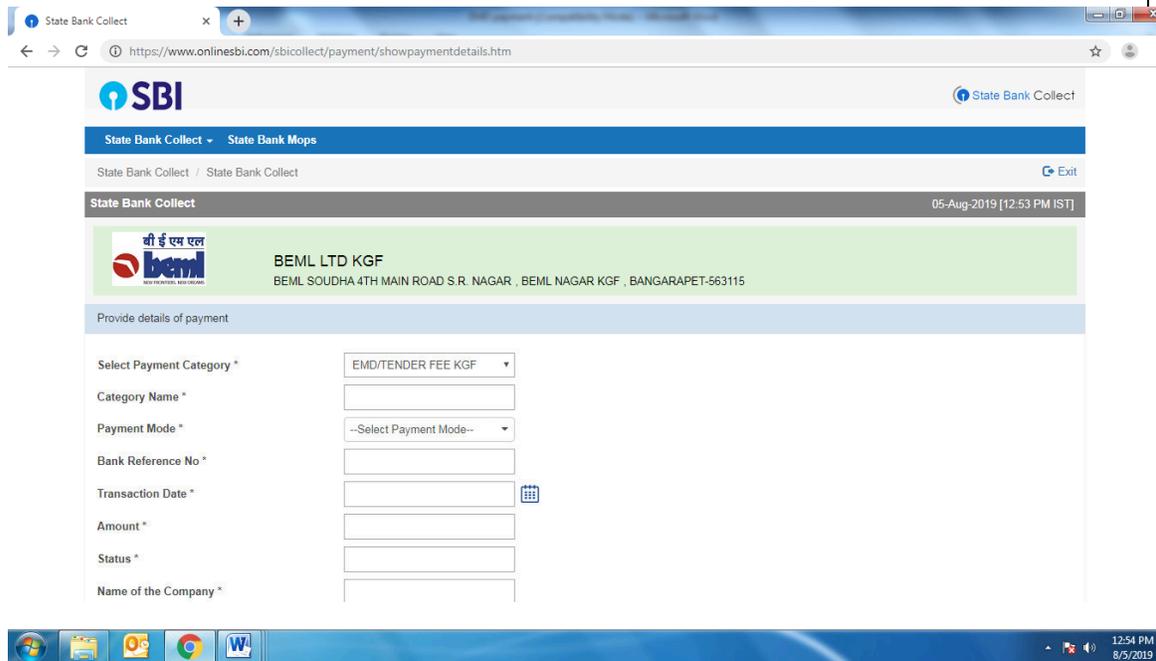
- Mandatory fields are marked with an asterisk (\*)
- State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

© State Bank of India Privacy Statement | Disclosure | Terms of Use

Annexure C



Annexure D



(b) If EMD amount is exempted, copy of relevant documents like NSIC certificate / MSME Udyam Registration Certificate, etc., are to be submitted.

**2.2 (A2) Integrity Pact** : Integrity Pact Signed by the bidder with 2 witness. (Applicable if the tender / bid value is more than Rupees One Crore). **Integrity Pact is applicable for this tender.**

Integrity Pact format is at Page number 39 to 45. It can also be downloaded from BEML website ([www.bemlindia.com](http://www.bemlindia.com)).

Signed scanned copy of Integrity Pact format with following is to be submitted.

- In page 1, name of the firm is to be written (in the specific place at the top of page).
- Pages 1,2,3,4 &5 are to be signed at bottom of the page by the authorized signatory of the firm with seal.
- In page 6 signature by the authorized signatory of the firm is to be done at indicated place with seal, place and date to be written.
- In page 6 name and address of 2 witness (at right side) to be filled in.
- In page 7 signature by the authorized signatory of the firm is to be done at indicated place

Pre-Qualification Bid Envelope should contain details of A1 [(a) or (b)] and A2.

Pre-Qualification Bid Envelope should be addressed to :

Sr.Manager - Contract Purchase,  
EM Division,  
BEML Ltd.,  
BEML Nagar,  
KGF – 563 115.

Pre-Qualification Bid Envelope should reach CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.

OR

Soft copy of Pre-Qualification documents can be sent through email to id: [emtenderbox@beml.co.in](mailto:emtenderbox@beml.co.in) before tender closing time on tender closing date.

**BIDS NOT COMPLYING WILL BE REJECTED**

**2.3 Pre-Bid Meeting / Study**

**(Not Mandatory)** but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract : DGM - Stores, EM Division, BEML Limited, KGF,

Contact No. 08153-279341 / 42. e-mail : emh@beml.co.in

Note :

(a) Bidders are suggested to upload all requisite documents well in advance (before closing date), not resorting to last date last minute uploading, which may result in improper /missing of documents uploading.

(b) Bidder has to submit all the requisite documents for qualifying in Technical bid. It is suggested to cross check all the documents against the list after uploading on SRM, to ensure that all the necessary documents are correctly uploaded.

(c) In case some of the requisite documents are not submitted / uploaded by the bidders / if clarity in documents are not found, BEML reserves the right to reject the bid.

Decision of BEML in this regard will be final and binding.

(d) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names i.e.,

(1) For signed & sealed NIT Acceptance letter –FILE NAME = NIT\_AL\_Signed&Sealed

(2) For Annual Turnover certificates – FILE NAME = Annual\_Turnover etc.,

Do not club all the documents in one single file.

(e) Bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.,) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration, firm has to upload the valid registration certificate along with technical bid on SRM.

(f) Bidder may visit the site for better understanding of the area/work involved etc. before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.

(g) Items (if any) quoted by the vendor has to confirm specified brand / requirement /IS and their samples to be approved by BEML before bulk supply.

(h) Firm has to ensure updating their GST details at BEML WEB SITE [www.bemlindia.com](http://www.bemlindia.com)

**2.4 Technical Bid : Qualifying Criteria**

Scanned copies of following documents are to be uploaded

**(BIDS NOT COMPLYING WILL BE REJECTED)**

SI No	Description	Requirement	Additional Information
B1	NIT Acceptance Letter	Scanned copy of signed letter with seal to be uploaded.	NIT Acceptance Letter is at Page number 46(1 page) or can be downloaded from SRM Platform.
B2	Corrigendum if any (To be down loaded from BEML website www.bemlindia.com)		Same to be signed with seal, scanned and to be uploaded on SRM Platform.
B3	Average Minimum Annual financial Turn over in the last 3 years : <b>Rs. 98.68 Lakhs</b>	Scanned copy of letter or Profit & Loss Account Statement Certified by practicing Chartered Accountant to be uploaded.	Latest three financial years or FYs 2020-21, FY 2019-20 & FY 2018-19 will be considered).
B4	Experience in executing similar type of works or labour deployment, completed during last 7 years ending last date of the previous month of date of publication of NIT, value greater than or equal to the said requirement indicated below : 1 Similar work of Minimum value : <b>Rs 263.15 Lakhs</b> 2 Similar works each of Minimum value : <b>Rs 164.47 Lakhs</b> 3 Similar works each of Minimum value : <b>Rs 131.57 Lakhs</b>	Enclose satisfactory work done / performance certificates (Not work orders / POs) issued by the customers.	(a) The experience certificate shall be considered only for the works completed in full & complete. (b) Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (c) If the works /contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate.
B5	3 Assessment Years IT returns Filing	Scanned copy to be uploaded	Latest 3 AYs OR for AY 2021-22 AY 2020-21 AY 2019-20

**Bids without above indicated documents will be rejected.**

2.5	<b>QUESTIONNAIRE</b> (To be filled in by the Tenderer and to be uploaded along with the Technical Bid)	
1	Name in full and address, under which the tenderer is proposing to execute the contract.	
2	Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division).	
3	Address of official premises at KGF, if any.	
4	Address of official premises at other places	
5	Telephone / Mobile / Fax / e-mail ID	
6	Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
7	Indicate ESI Registration/ Code No.	
8	Indicate PF Registration / Code No.	
9	Indicate GST Registration No. and applicable SAC for the subject work.	
10	Firm has to update their GST details on BEML website (www.bemlindia.com).	
11	Nature of other works contracts and period dealt(Add additional sheet and upload if required).	
12	Details of works carried out for the past three years.	
13	Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them )	
14	Does your agency have ISO registration? If so, give details.	
15	Income tax PAN No	
16	Copies of satisfactory performance certificates with value executed	
17	Quoted price is deemed to be Exclusive of GST	
18	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	

19	<p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <ol style="list-style-type: none"> <li>1. Vendor Code :</li> <li>2. Vendor Name :</li> <li>3. Account No :</li> <li>4. Name of the Bank : Address :</li> <li>5. IFSC Code : (Indian Financial System Code)</li> <li>6.MICR Code : (Magnetic Ink Character Code)</li> <li>7. NEFT Code : (National Electronic Fund Transfer)</li> </ol>	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		

**2.5 Important Notes :**

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
7. Selection of **L1 firm will be based on the least net quoted rate for all line items of BOQ. i.e "Sum [(QTY x Unit Rate)]"**.
8. Payment will be against certification of Contract In-charge. (L046 code in SRM). Bidders are requested to indicate/select the same while quoting commercial bid.
9. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process

**3.Scope of Work**  
**Contract for Loading & Unloading at BEML Ltd., KGF.**

1	Supply of sufficient manpower (Approx. 285 labours including Supervisors) to carry out the following activities : (a) Loading / Unloading of materials contained in cases / packages, container / closed van, Tankers, Raw Materials, Casting, Forgings, Barrels, Gas Cylinders, Provisions, Medicines, Machinery cases, Engines, Hydraulic Aggregates, Loose Materials, etc. (b) Stacking the unloaded goods, item wise in the respective storage area of Receiving Stores, Production Shops, Canteen Stores, Scrap Yard, Raw Material Yard. (c) Movement of materials from Receiving Stores to the respective Holding Stores or Dispatch Stores. (d) Movement of materials to progress, R&D test lab, between various production shops, Inspection, Phosphating, Shot blasting, painting areas, etc., at EM Division, R&D, H&P and Marketing Divisions at KGF Complex, with or without material handling equipment. (e) Movement of materials from one unit/department to other unit /department within / outside the factory premises, stores related activities and despatches with 285 labour including Supervisors.
2	Work Areas : All Loading / Unloading areas, Stores (Project & Non Project), Production Shops / Progress department inside the factory at EM Division, R&D Division, H&P Division, Marketing Division and also various transport go-downs, Railway Stations, ancillaries, etc., in KGF, Bangarpet, Kolar and Bengaluru (within 150 km radius of BEML Limited - KGF).
3	Approx. number of labours to be deployed at each division is as follows: EM Division : 193 H&P Division : 58 Marketing Division : 34
4	Manpower to be deployed by the Contractor/Firm : (a) On All working days : 285 approx. (b) On Sundays : As per requirement subject to maximum of 1050 man days per Contract period. (c) On Holidays : As per requirement on Compensatory Off Basis.
5	Details of Labours : (a) Contractor/Firm may deploy labour preferably from the existing Loading & Unloading contract on roster basis. (b) Payment to be made to labours only on actual attendance basis. (c) Drivers (47 NOs) are considered as skilled, Crane Operators (8 NOs - Seven labours to Plate shop and one labour to MEO), Painters (2 Nos) and System Operators (24 Nos) are considered as semi-skilled, All others are Unskilled Labours. Payment to be made according to the respective categories.
6	Payment to the contractor is based on Tonnage. Minimum assured tonnage is 2000 MT per month.
7	Approx. No of Supervisors to be deployed is 16 (included in total deployment strength of 285)
8	Labours should be deployed in all Shifts. The approximate strength to be deployed in each shift is indicated below : (a) I Shift – 243 labours, (b) II Shift – 40 labours & (c) III Shift – 2 labours

<b>3.1 Special Terms &amp; Conditions</b>	
1	Contractor has to deploy sufficient man-power [Approx 285 labours including Supervisors per day] to carry out the Loading & Unloading work. For any clarification please contact DGM - Stores. Phone No 08153-279341 / 279342.
2	Contractor has to deploy adequate number of labours on all working days and on Sundays /Holidays, preferably who are presently deployed at BEML Ltd, KGF for the assigned work.
3	Firm shall ensure payment of minimum wages prescribed by the central Govt. from time to time, to their labours. During the contract period, statutory increase such as minimum wages, VDA, ESI & PF, etc., should be borne by the contractor.
4	Contractor shall pay the wages to the workers on or before 7th of every month without fail.
5	Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers and work certification from the user department for processing of the monthly bills. Payment will be made against the submission of all documents as detailed above.
6	Contractors shall maintain attendance register, wage registers for the workers working in the contract.
7	Contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. Contractor shall also provide to the Contract In charge, a consolidated statement showing the month- wise summary statement of the payments made against each labour.
8	Work should be carried out in I, II and III shifts as per requirement. Labours shall be deployed on all days including sundays and holidays, unless and otherwise specified.
9	Contractor shall get the work done by engaging adequate number of supervisors [16 supervisors approx included in 285 labours]. Supervisors should organize and supervise the work as per the instructions of the Contract In-charge on day to day basis. Rs. 10/- per day to be paid per supervisor in addition to their per day wages.
10	Drivers deployed by the contractor for driving the BEML vehicles should posses heavy vehicles driving license and they should be provided with kakhi colour uniforms.
11	If there is any short fall of providing MoS labours, Non MoS labours can be utilized to complete the assigned work. Payment will be as per actual attendance maintained by Contract in-charge.
12	Work shall be carried out in all specified area. Labour shall be engaged ON ALL DAYS as per requirement and as directed by Contract In charge.
13	Workers shall be engaged in shifts as per the requirements and shift allocation will be informed by the Contract In charge.
14	Contract will be in force for a period of Five Months from the date of commencement of the contract.
15	Following items are to be issued by the contractor to each contract labour (including relievers) : (a) One pair of Safety Shoes. (b) One pair of Socks. (c) One pair of Stitched Uniforms (Stitching charge to be paid if only uniform cloth is issued). (d) Two pairs of Hand gloves. (e) One number Helmet. (f) One ID Card & (g) Hand wash Soap per month

**4.Terms & Conditions**

1	This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract.																																																							
2	Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (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 Labour (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.																																																							
3	Contractor has to engage adequate number of <b>male labours</b> on all working days and on Sundays / Holidays, preferably who are presently engaged at BEML Ltd, KGF for the assigned work.																																																							
4	Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works, aged between 18 to 60years and Punctual. Workmen without ESI Number will not be allowed inside the factory for any work against this contract.																																																							
5	Labour deployed for this contract need to be verified regarding their character and conduct from the local police station (BEML Nagar, KGF).																																																							
6	Following are the details with regard to payment of existing minimum wages : <table border="1" data-bbox="321 1163 1427 1696"> <thead> <tr> <th colspan="7">Wages/Day (in Rs) w.e.f 01.04.2023</th> </tr> <tr> <th rowspan="2">Description</th> <th colspan="2">Unskilled</th> <th colspan="2">Semiskilled</th> <th colspan="2">Skilled</th> </tr> <tr> <th>MoS A20 (151)</th> <th>Non-MoS (53)</th> <th>MoS A20 (8)</th> <th>Non-MoS (26)</th> <th>MoS A20 (41)</th> <th>Non-MoS (06)</th> </tr> </thead> <tbody> <tr> <td>1. Basic Wage</td> <td>350.00</td> <td>350.00</td> <td>410.00</td> <td>410.00</td> <td>494.00</td> <td>494.00</td> </tr> <tr> <td>2. VDA</td> <td>144.00</td> <td>144.00</td> <td>167.00</td> <td>167.00</td> <td>201.00</td> <td>201.00</td> </tr> <tr> <td>3. Service Weightage</td> <td>97.00</td> <td>--</td> <td>97.00</td> <td>--</td> <td>97.00</td> <td>--</td> </tr> <tr> <td>4. Annual Increment</td> <td>24.00</td> <td>--</td> <td>24.00</td> <td>--</td> <td>24.00</td> <td>--</td> </tr> <tr> <td>5. Statutory @ 16.25% (PF+ESI+EDLI)</td> <td>99.94</td> <td>80.28</td> <td>113.43</td> <td>93.76</td> <td>132.60</td> <td>112.94</td> </tr> </tbody> </table>	Wages/Day (in Rs) w.e.f 01.04.2023							Description	Unskilled		Semiskilled		Skilled		MoS A20 (151)	Non-MoS (53)	MoS A20 (8)	Non-MoS (26)	MoS A20 (41)	Non-MoS (06)	1. Basic Wage	350.00	350.00	410.00	410.00	494.00	494.00	2. VDA	144.00	144.00	167.00	167.00	201.00	201.00	3. Service Weightage	97.00	--	97.00	--	97.00	--	4. Annual Increment	24.00	--	24.00	--	24.00	--	5. Statutory @ 16.25% (PF+ESI+EDLI)	99.94	80.28	113.43	93.76	132.60	112.94
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8	Contractor has to make payment to labours on or before 7 <sup>th</sup> of every month. Statutory payments like ESI, PF, EDLI, etc., have to be made every month regularly.																																																							
9	Contractor shall ensure payment of minimum wages prescribed by the central Govt. from time to time. During the contract period, statutory increase such as minimum wages, VDA, etc. prescribed by Central Govt. if any, to be borne by the Contractor.																																																							

Ref : EMCP/1900054325/L&UL/Tender Document		Date : 12-04-2023
10	After disbursement of wages, on or before 7 <sup>th</sup> of every month, contractor shall submit proof of payment made to labours (such as bank statement) to Contract in-charge.	
11	Contractor should pay applicable bonus to their labours of this contract, as per bonus act.	
12	Contractor should give leave with wages as applicable under factory act for all his contract labours of this contract.	
13	Contractors should give paid holidays for applicable National holidays / Festival holidays and any additional holidays as per government directives, for all his contract labours of this contract, as per prevailing guidelines.	
14	Contractor has to submit work certification from user department for processing of monthly bills. Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers and work certification from the Contract In-charge, for processing of the monthly bills. Payment will be made against the submission of requisite documents as detailed above. Contractor shall submit bills after satisfactory completion of the work every month to the Contract In-charge, along with said documents.	
15	Contractor should pay II/III shift allowance to the applicable labours. Presently shift allowance is Rs 10/- for II Shift & Rs 20/- for III Shift.	
16	In this contract, finalized rate will be firm for the contract period of Five Months. Any increase in minimum wages, VDA, etc., has to be borne by the contractor only. Finalized rate shall be inclusive of all viz., wages, statutory payments, bonus, shift allowance, annual increment, annual leave wages, paid holidays' wages and other expenses towards BG, Insurance policy, Labour license, Supply of uniform, Shoes, Socks, Supply of PPE items, administration charges, etc.	
17	Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal) on monthly basis.	
18	GST is applicable as per prevailing rates. Contractor has to produce the challans as proof of the payment to the tax authority. <b><i>GST is applicable on gross amount payable to the contractor.</i></b>	
19	Canteen facilities may be extended on cost basis as per the norms of the company.	
20	Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees' provident fund act 1952 and Employees' state Insurance Act 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own code to the concerned account numbers of labour, In case the contractor fails to remit the above statutory payments. BEML, as principal employer, shall have the right to make the payments on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all code numbers and also individual account numbers to BEML.	
21	Contractor shall submit copies of challans, returns, receipts, various Registers/ Returns or any other proof for having remitted PF & ESI contributions along with monthly bill to the Finance department. Only after due verification of the bills and returns / challans on the evidence of remittance of the PF, ESI, EDLI, payment shall be made to the Contractor. <b>If the contractor fails to pay the wages to their labours on or before 7<sup>th</sup> of every month, appropriate penalty shall be imposed for non compliance.</b>	

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22	Contractor shall make his own arrangement for accommodation and to &fro transportation to BEML factory for his labours.	
23	Sub-contract/sub letting: Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.	
24	Contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. Contractor shall also provide consolidated statement showing the month wise summary statement of the payments made against each labour.	
25	On award of contract, firm shall execute an agreement in a bond paper of Rs 200/- as per the format given by M/s BEML Limited to carry out the subject work as per terms and conditions as directed.	
26	Contractor shall obtain valid labour license from the Competent Authority (Central Government) and submit it to the Contract in-charge. Valid labour License / Proof of applying for the same to be submitted within thirty days of issue of Purchase Order.	
27	Over time wages : No labours shall be allowed for deployment on overtime work basis on whatsoever circumstances. Contractor/agency should deploy labours only for 8 hours/day. Due to unavoidable circumstances if any labour is deployed on overtime work / on weekly day of rest / on any day including Sundays / Holidays, then the contractor / agency shall pay the overtime wages / extra allowances, as per the provisions of factories act and rules made there under wages act. Wages for their extra working for such time is to be regulated as per factory's act. BEML shall not reimburse the above said payment.	
28	Work should be carried out in I, II and III shifts as per requirement. Labours shall be engaged on all days including Sundays and holidays, unless and otherwise specified.	
29	<p>Following conditions are deemed to be included in the quote in addition to present applicable net wages :</p> <p>(1) Earned Leave payment for the contract period (to be borne by the contractor).</p> <p>(2) Payment of National &amp; Festival holidays</p> <p>(3) Payment of PF &amp; ESI (should be paid by the contractor).</p> <p>(4) Bonus as per bonus act (should be paid by the contractor).</p> <p>(5) Items to be issued by the contractor to each labour:</p> <p>(a) One pair of shoes with one pair of socks.</p> <p>(b) One pair of stitched uniforms.</p> <p>(c) 2 Pairs of Hand gloves</p> <p>(d) 1 Helmet &amp; (e) 1 Identity Card.</p> <p>(6) Contribution towards KLWF</p> <p>(7) Office Administration</p> <p>(8) Increase in VDA/Minimum wages as specified by Govt. from time to time during the period of contract.</p> <p>(9) Charges towards Bank Guarantee, Insurance Policy, Labour License, etc.</p>	
30	In the event of contract labour, the contractor is responsible for implementing the provision of the contract labour act in total and also responsible for any repression arising there from non compliance thereof.	
31	Work shall be carried out on every working day unless & otherwise specified by Contract In-charge.	
32	Contractor should produce his muster rolls duly certified by the officer in charge or his representative, once in a month say before 7 <sup>th</sup> of each month, so that the ESI/PF amount	

32	can be ascertained and recovered/payment obtained.
33	If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty the penalty damage, will be recovered by the company from the bills of the contractor.
34	Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes and produce them for verification as and when called for by company inspecting authorities.
35	Contractor is required to submit the daily attendance of labours engaged duly certified by the in-charge or his representative.
36	Contract labour (Regulation and abolition) Act 1970 under section-12 and rule 21prescribes that every contractors who employees labour for executing contract works, should obtain license from labour authorities to carry out any works contract, so that the laborers employed by the contractor are not deprived of the facilities provided under the Act, such license shall be produced to BEML authorities.
37	ACCIDENTS INJURIES AND DAMAGES : From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose the contractor shall take an <b>Insurance policy to cover the risk for the period of contract (Workmen Compensation / Risk Coverage Insurance Policy)</b> . In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.
38	LABOUR ACTS : Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Contract-in-charge. The contractor shall remain liable for the payment of all wages or other remuneration to his labours or employees under the payment of Wages Act1936, Employees liability Act 1933 Workmen's Compensation Act 1923, ESI Act 1948 or any other acts or enactment relating thereto and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.
39	Finalized Charges will remain same for the contract period of Five Months.
40	Contract will be in force for a period of Five months from the date of commencement, at firm rate, terms & conditions.
41	Any hike in Minimum wages, DA, corresponding increase in statutory levies to be borne by the contractor during the pendency of the contract. Contractor to note this while quoting.
42	Uniform and all other PPE items shall be provided by the contractor. These items are to be duly certified by user department. The certificate should be available with the contractor for verification at any time.
43	Entry and exit of labours is controlled by the security authorities of the company. Contractor should strictly adhere to the timings of entry and exit laid down by the authorities.
44	Contractor shall get the work done by engaging adequate number of supervisors.

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44	Supervisors should organize and supervise the work and take instructions from the Contract In-charge on a day to day basis.	
45	If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upto, 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. The same will be borne by the contractor.	
46	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.	
47	In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labours 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 Firm and at its option also be entitled to terminate the contract.	
48	<p>Arbitration of Disputes : Venue of arbitration will be in India and in accordance with Arbitration &amp; Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.</p> <p>Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.</p> <p>All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Divisional Chief, EM Division 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 KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.</p>	
49	Contractor has to make arrangements for providing requisite manpower to execute the work on time, support materials for undertaking the job and safety equipment for safe & smooth approach for completion of work at heights/locations.	
50	Contractor shall arrange for the work in shift assigned rules subject to security check and instructions of the company rules laid down from time to time. All the labours, supervisors shall have <b>photo identity cards</b> which should be produced while on duty for identification.	
53	Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.	
54	Contractor shall employ requisite labour to ensure best workmanship of the degree required under various specifications and to satisfaction of Contract In-charge.	
55	Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Contract In-charge. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (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 Labour	

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55	(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. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.	
56	BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.	
57	Due date for submission of tenders may be extended by BEML, <b>in its sole discretion</b> , which shall be announced as <b>corrigendum to original NIT</b> . Validity of bids submitted shall be deemed to be extended accordingly.	
58	BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected bidder or any obligation to inform affected bidder, the grounds of such action.	
59	Correspondence exchanged against the tender from both bidder and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.	
60	BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.	
61	Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.	
62	BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.	
63	BEML is not obligated to contract for any of the services described in the Tender.	
64	Notice Inviting Tender is not an offer or a contract.	

65	<b>Penalty Clauses :</b>		
	SI No	Description	Penalty
	1	ID Card to be issued within one month from the commencement date of the contract.	0.1% of monthly contract bill will be deducted/week subject to maximum of 1% of monthly bill.
	2	To produce Workmen Compensation Insurance/Risk Coverage Policy before commencement date of the contract.	0.2% of monthly contract bill will be deducted/week subject to maximum of 2% of monthly bill
	3	Stitched uniform, shoes, socks to be provided within 30 days from the commencement date of the contract.	0.1% of monthly contract bill will be deducted/day subject to maximum of 1% of monthly bill
	4	Contractor shall obtain license from the competent authority / Proof for applying for the same to be submitted within 30 days of PO issue.	0.1% of monthly contract bill will be deducted/week subject to maximum of 1% of monthly bill
	5	Security Deposit / BG to be submitted within a month from date of commencement of contract.	0.5% of monthly contract bill will be deducted/week subject to max of 5%.
	6	Monthly wages to be paid on or before 7th of every month	0.1% per day of delay from the contract bill subject to maximum of 1% of monthly bill.
	7	Bonus to be paid within the stipulated date declared by BEML	0.1% per day of delay subject to maximum of 1% of bonus bill
	8	Any shortage/non-supply of PPE items.	Proportionate deduction will be done from the bills as recommended by the Contract In-charge.
	9	Shortage of Manpower deployment/month will attract demurrage as per the following :	
		SI	Shortage of Manpower/Month
		I	1-5
		II	6-10
		III	11-15
		IV	16-20
		V	21-25
		VI	26-30
		VII	31-35
		VIII	36-40
		IX	41 & above
			Deduction% in Monthly bills
			Nil
			0.15%
			0.20%
			0.30%
			0.35%
			0.40%
			0.50%
			0.55%
			As per the discretion of Contract in-charge.
66	BEML reserves the rights to: I. Accept or reject any or all proposals. II. Waive any anomalies in proposals through an addendum. III. Modify or cancel Tender.		
67	Proposals become BEML's property.		
68	BEML Limited's decision is final for evaluation of the offers.		

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69	Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.	
70	Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.	
71	In case any Person/Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.	
72	Uploaded documents in SRM Portal should be legible & readable. If required, entire original documents (Uploaded Documents in SRM Portal) have to be submitted, if asked for, within time frame specified at the that time. If Original documents are not submitted when asked for, their Bid will be liable for rejection.	
73	A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Contractor.	
74	Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal / Website.	
75	No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s).	
76	<b>Public Procurement – Preference to Make in India Policy:</b> Procurement and placement of order is subject to <b>Public Procurement (Preference to Make in India) Order 2017</b> issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15 <sup>th</sup> June 2017. The full details of the order can be seen at <a href="http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017">http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017</a> .	
77	Contractor shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.	
78	Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. Contractor shall not be entitled to claim any compensation or any damages for such termination.	
79	Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.	
80	<b>Price &amp; Invoicing :</b> Agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Contractor and purchaser. Method of invoicing shall be without prejudice to the parties; agreement as	

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80	to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number (s) and supporting documents as called for in the Purchase Order.	
81	<p><b>Risk purchase clause:</b> 81.1 In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.</p> <p>81.2 For re-purchase or risk purchase at the expense of defaulting Contractor the following conditions shall be applied.</p> <p>81.2.1 Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.</p> <p>81.2.2 Defaulting Contractor shall be served with notice of re-purchase.</p> <p>81.2.3 Risk purchase loss shall be recovered only after the re-purchase contract has been executed.</p>	
82	There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, Act of God, War etc. In such cases, Contractor has to accept the cancellation.	
83	BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.	
84	<b>Purchase Order Cancellation Clause:</b> In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the Contractor. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.	
85	If a Contractor fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, Buyer can in addition sue the Contractor for the damages as per the terms of contract. Buyer subsequently executes the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new Contractor for execution of the contract.	
86	<b>Non-disclosure and information obligations :</b> Contractor shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. Contractor shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. Contractor shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.	
87	<b>Tax conditions :</b> TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for Service/NRC that will be carried out.	
88	<b>Works to be carried on with expedition failing which the Company may employ other Contractor(s) without vitiating the contract :</b> Contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen	

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88	and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.	
89	<b>Contract variations - Increase or decrease in the scope of supply :</b> Purchaser may vary the contracted scope. If the Contractor 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 Contractor. Contractor shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the Contractor. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Contractor shall not have any claims or right against the Purchaser.	
90	<b>Secrecy :</b> All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the Contractor shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML. BEML shall be entitled to prevent a breach of the above and to damages in case of breach.	
91	<b>Documents :</b> 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 Contractor shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.	
92	All claims arising by OR at the instance of the labours or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.	
93	In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labours 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 firm and at its option also be entitled to terminate the contract.	
94	Contractor shall ensure that all the rules of the factory concerning discipline, safety,	

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94	security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.	
95	<b>Appropriation</b> : BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.	
96	Contractor shall guarantee that the services rendered are performed by personnel of required capacity. Contractor shall guarantee that the services rendered correspond exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations.	
97	Prices charged for the services rendered under this PO by the Contractor shall in no event exceed the lowest price at which the Contractor render the service of identical description to any other BEML Office / Division during the pendency of this PO.	
98	If at any time, during the said period, the Contractor reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this PO and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.	
99	<b>Non-waiver of defaults</b> :If any individual provision of the Contract is invalid, the other provisions shall not be affected. Failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.	
100	<b>Integrity commitment in the execution of contracts:</b>	
	<b>(a) Commitment by Purchaser</b> : Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.	
	<b>(b) Commitment by the Contractor:</b> 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. Contractor (s) will not commit any offence under the relevant Acts. 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. Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.	
101	<b>Intellectual property rights; licenses:</b> If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-	

101	exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Contractor and by its employees or third parties involved by the Contractor for performance of the agreement belong to Purchaser. Contractor shall be obligated to do everything necessary to obtain or establish the above mentioned rights. Contractor guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. Contractor 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. Contractor 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.
102	<b>Bribes and gifts</b> : Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the Contractor 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 Contractor, may incur, subject the Contractor to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
103	<b>Force Majeure Clause</b> : Notwithstanding anything contained in the Contract, neither the Contractor nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a `Force Majeure` conditions which directly affect the obligations to be performed by the Purchaser or the Contractor. 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 Contractor or the acts on which the Purchaser has no control. Party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Contractor along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.
104	<b>Security Deposit</b> : Successful bidder shall furnish security deposit in the form of Bank guarantee from Indian Public Sector Bank / Indian Scheduled Bank authorized by RBI, for the fulfillment of the contract within 30 days of release of Purchase Order. Security amount shall be to a value of 10% of contract sum. Such Security Deposit shall not entail any interest payment

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104	on refund. No claim shall lie against BEML Limited, in respect of interest on cash deposits or Govt. Securities depreciation thereof.	
106	<b>Note:</b>	
	(a) BG submitted towards SD, shall be valid for contract period + Three months, covering the claim period.	
	(b) Security Deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.	
107	<b>Extension :</b> In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.	
108	<b>Refund of Security Deposit :</b>	
	(a) BG submitted towards SD will be returned to the contractor on completion of the contract based on the recommendations of Contract in-charge, in writing, that the work has been physically completed in all respects.	
	(b) SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.	
	(c) BG shall be returned against submission of new BG to the extent of pending dues by the Contractor for the contract period, as recommended by Contract in-charge OR BG shall be returned after withholding of contractor bills to the extent of pending dues to be paid by the Contractor for the contract period as recommended by Contract in-charge.	
109	Extension of ESI and PF benefits to the employees of the contractors will be available only during the contract period. After the contract is completed, contractor's employees may, in accordance with PF rules, withdraw PF amount or get the amount transferred to their PF account with the new employers. Challans of previous month shall be enclosed in the ensuing month bills with certification of HRD.	
110	All the statutory remittances of PF and FP contribution recovered from the contractor's laborers along with employer's matching contribution, EDLI charges, EDLI administration charges and PF inspection charges, should be made directly to Regional Provident Fund Commissioner, Bangalore as per procedure laid down. After remittance, the contractors have to forward a copy of the recovery statement along with relevant remittance challans to Regional Provident Fund Commissioner (RPFC) for his records. Contractor will assist RPFC in settlement of the claims of the employees.	
111	Contractor should maintain all registers and records required for payment of minimum wages, ESI/ PF payment etc., as per statutory requirement and produce them for verification as and when called for by the company/inspecting authority	
112	Contractor should have their own valid PF/ ESI Code number (Karnataka State), income tax PAN number, GST Registration Number OR on award of contract the successful bidder	

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112	(Firm) shall apply for PF / ESI Codes to the respective authorities. Contractor should submit a copy of PF, ESI and GST Registration Documents if asked.	
113	Payment of wages to be initially made by the contractor on or before 7 <sup>th</sup> of every month. Firm's bills will be reimbursed on monthly basis against certification by the contract in charge and submission of requisite documentary proof towards wages payment to labours like bank statement, statutory remittance challans etc.	
114	All statutory recoveries such as ESI, PF, GST etc., has to be paid by the Firm every month and firm should produce the proof (challans) along with the claimed bill.	
115	GST reimbursement is subjected to showing GST component separately in the invoice.	
116	Firm shall arrange for the work in shift assigned subject to security check and instructions of the company rules laid down from time to time.	
117	Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labours. The Contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the Contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.	
118	Contractor shall ensure that there are no thefts or loss of Company property/properties by the labours deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.	
119	Contractor shall verify the antecedents of the Labours being engaged by him. Contractor shall collect the proof for age, fitness, experience, qualification, etc., and also the photograph.	
120	Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.	
121	This tender is not transferable under any circumstances. Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.	
122	In case the bidder after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.	
123	BEML reserves the right to terminate the contract by giving one month's notice to the firm, without assigning any cause or reason for such termination. The Firm shall not be entitled to claim any compensation or any damages for such terminations. The company also reserves the right to award parallel contracts for the above work if required, for more than one bidder.	
124	After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD. On verification of acquaintance rolls and other statutory, Payments will be released deducting TDS applicable on gross amount payable to contractor.	
125	Contractor is required to make payment of Minimum Wages (prescribed by the Central Govt.), Statutory payments like EPF, ESI etc. and other payments as per the Tender Documents to the labours engaged and to statutory authorities in time by themselves.	

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125	Wages paid to the labours should be supported with documentary proof for payment of wages to labours like bank statement. Documentary proof for remittance of the statutory like challans for the Statutory paid by the contractor to be submitted.	
126	<b>Earnest Money Deposit (Refundable):</b> Earnest Money Deposit(EMD) is to be paid to M/s BEML Limited, EM Division, KGF on or before tender closing date. Payment details indicating Bid reference, UTR No, Date and amount are to be sent through mail. No interest will be paid on the Earnest money deposit. PEMD holders are exempted up to the amount of PEMD value. Difference between PEMD value and EMD value to be submitted as above. On tender finalization, EMD amount of unsuccessful bidders will be refunded.EMD amount of successful bidder will be converted/adjusted against Security Deposit or the same will be refunded against submission of Security Deposit in the prescribed format. Firms having valid document like MSME Udyam Certificate&NSIC,etc, are exempted from EMD payment.	
127	<b>Security Deposit / Bank Guarantee :</b> Successful bidder has to furnish security deposit of 10% of the Contract value from any Indian Public Sector Bank / Scheduled Commercial Bank in the form of Bank Guarantee. Bank Guarantee should be valid for period of contract + <i>three months after the expiry of the contract</i> . Bank Guarantee will be returned to the Firm after successful completion of the contract. Bank Guarantee will be encashed by BEML, if the performance of the Firm is not satisfactory or on account of the violation of any terms and conditions of the contract. Decision of the Head of EM Division will be final with regard to the encashment of Bank Guarantee. During the extended contract period the firm has to extend the validity of Bank guarantee accordingly.	
128	<b>TERMINATION OF THE CONTRACT:</b> In the event of any breach of contractual obligations as per the contract including scope of work, BEML Limited reserves the right to terminate the contract, by giving one months notice and accordingly the security deposit / Bank Guarantee will be forfeited. The contractor shall not be entitled to claim any compensation or any damages for such terminations. The company also reserves the right to award parallel contract for the above work if required for more than one tenderer.	
129	<b>Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage :</b> During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.	
130	<b>SAFETY PRECAUTIONS :</b> Contractor has to take all safety precautions/measures as required/prescribed by the Chief Inspector of Factories in connection with the execution of work. The necessary Safety Shoes, Hand gloves, helmets, etc., as per applicable IS standards have to be issued periodically by the contractor. No labour shall be allowed to work without these safety equipment. A grace period of One month shall be allowed from	

130 the date of commencement of work to arrange for the same.

131 PERFORMANCE CERTIFYING AUTHORITY :

Following are the work areas and departments involved.

Division	Work Areas	Department	Certifying Authority
EM Division	Incoming/Outgoing Material	Stores, EM Division	Stores In-Charge, EM Division
	Dispatch of Equipment	Eqpt. Dispatch	
Marketing Division	Dispatch of Spare Parts	Spares Dispatch	Stores In-Charge, Marketing Division
H&P Division	Incoming/ Outgoing Material	Stores, H&P Division	Stores In-Charge H&P Division
	Dispatch of Spare Part	Stores, H&P Division	Stores In-Charge, Marketing Division
R&D Complex	Incoming/Outgoing Material	Stores, EM Division/ R&D	Stores In-Charge, EM Division

For all the materials receipts, handling inside the factory and dispatches, the stores in-charge of EM Division, Marketing, H&P and R&D Division will be the Performance Certifying Authority for the purpose of payment. The overall in charge for the subject contract will be DGM - Stores, EM division, KGF. Any correspondence regarding the subject contract to be addressed indicating the tender reference.

132 The existing facilities to the extent available as per the applicable rate from time to time shall continue to be extended to the labourers engaged.

133 INCOMING MATERIALS :

For the purpose of arriving at the weight :

- a. All materials (Project and Non project) received at the factory entrance shall be physically weighed and recorded excluding transport vehicle weight (Tare weight).
- b. Such of the materials for which weighing facility is not available and weighing more than 40 Tons etc., the weight indicated in the suppliers invoice copy shall be considered for the purpose of arriving at the material (weight) received at factory .
- c. Such of the materials which are entirely handled by other agency from the point of receipt at factory to its ultimate utilization. eg., water tanker, temporary movement of material for trial / test purpose / returnable gate pass, petrol, diesel & gas tankers, forest cut woods etc., shall not be considered for the purpose of material received.

134 OUTGOING MATERIALS :-

For the purpose of arriving at the weight, all outgoing materials shall be weighed excluding transporter vehicle weight Such as:

- a. Equipment
- b. Part of Equipment (Structures / Assemblies / Initial Spare Parts etc.,)
- c. Spare Parts to Regions / Customers including warranty items. (Dispatch from Marketing Division).
- d. Sub – Assemblies / Aggregates dispatched to other divisions.
- e. Materials dispatched to sub-contractor / vendors.
- f. Rejected items (both supplied by division and by vendor), scrap material generated

134	and disposed are also considered for tonnage handling (Internal movement).
135	<p>Handling within Factory Premises:  Movement of material from one unit / department to other unit / department, within departments, stores activities including receiving, holding, packing, Inventory verification with or without material handling equipment will not be considered for Tonnage Handling.  NOTE : All outgoing materials dispatched temporarily for the purpose of trial and testing within the department / Divisions located at KGF, petrol, diesel &amp; gas tankers etc., shall not be considered for tonnage handling.</p>
136	<b>Estimated Tonnage : The minimum assured tonnage is 2000 Tonnes/Month. Existing Material Handling Equipment will be provided by BEML Limited.</b>
137	While loading / unloading heavy items as brought out above, suitable wire ropes/slings, wherever necessary should be used. For unloading/loading Oil Barrels, Gas cylinders, loose items etc., suitable ramps/platforms should be used. Special care should be taken in unloading/loading/ stacking of fragile/sophisticated/precision items, to avoid any damage to the items. Special care should be taken while unloading gas cylinders, Acids and similar items to avoid accidents due to explosion/spillage.
138	Unloading/Loading should be completed within the free time allowed by the carriers i.e. 2 hours from the time Lorries have landed.
139	Losses due to improper handling, demurrage charges / storage charges etc., incurred due to noncompliance of the instructions contained above including inadequate deployment of labour and any other instructions, issued from time to time will be recovered from the contractor on mutual agreement after the assessment of M/s BEML Limited. Short fall of man days will be recovered as per penalty clause.
140	<p>To carry out the prescribed scope of work as per NIT, the following distribution of labour is required.  Approx. No. of Labours to be deployed division wise :  EM Division : 193  H&amp;P Division : 58  Marketing Division : 34  Total : 285 (Approx.)  Note : Firm has to ensure required number of labours deployed for execution of the work load available.</p>
141	Care should be taken to ensure that the materials do not get damaged during the work execution. Losses due to improper handling of material to be borne by the contractor.
142	<p><b>BASIS FOR CERTIFICATION :</b> The total weight of material received and dispatched duly certified by the certifying authority per month shall be the basis for effecting payment. (A)  Example,  Receipt : 3000 Tons / Month  Dispatched : 2000 Tons / Month  Average : 2500 Tons / Month (for payment).  However, every month payment will be made for minimum assured tonnage i.e., 2000 MT ONLY (irrespective of actual tonnage handled during the month). After completion of contract period, AVERAGE TONNAGE handled per month will be arrived (i.e. sum (tonnage handled in each month in the contract period)/No.of months in the contract). Additional value for additional tonnage handled will be paid after completion of 5 months as per below calculations.</p>

143	Losses due to improper handling, demurrage charges / storage charges etc., incurred due to noncompliance of the instructions contained above including inadequate deployment of labour and any other instructions, issued from time to time will be recovered from the contractor on mutual agreement after the assessment of M/s BEML Limited. Short fall of mandays will be recovered as per penalty clause.
144	The tenderer has to quote the rate/ton of material handled for min. monthly tonnage of 2000 tons as per the BOQ provided. GST extra as applicable. The offer should be valid for a Minimum period of 90 days from the tender opening date. All relevant statutory taxes if any should be included by depicting them separately with applicable percentages.

BEML LIMITEDKOLAR GOLD FIELDS – 563115

(A Govt. of India Mini Ratna Company under Ministry of Defence)

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279366

Fax : 08153 - 263274

Subject	<b>Contract for Loading &amp; Unloading at BEML Ltd., KGF.</b>
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**5. COMMERCIAL BID**Note:

1. UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'. Firm has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ.
2. Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data' in the system.
3. Unit rates quoted should be exclusive of applicable GST.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. Intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Bidders are advised to visit the work areas, consult the concerned officer and get clarified and then quote. Ignorance at a later stage will not be entertained by BEML.
6. Bid should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.
8. Rate quoted should be firm for the contract period.
9. **Selection of L1 firm will be based on the least net quoted for BOQ i.e. "Sum [(QTY x Unit Rate)]" of technically accepted bids.**
10. L-1 will be considered for award of contract.
11. For any clarifications regarding Scope of work/Terms and Conditions, please contact DGM - Stores, EM Division, BEML Ltd-KGF.
12. Payment will be against certification of DGM - Stores, EM Division, BEML Ltd-KGF, based on satisfactory completion of work. Bidders are requested to indicate/ select SRM code 'L046' while quoting the commercial bid.
13. Contractor has to study and understand complete scope, work involved / to be carried out and terms & conditions before quoting the tender.
14. Non performance of any job in any area will lead to deduction proportionately from the bills payable.
15. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from Contract In charge.
16. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities and Terms & Conditions.

**5.1 SCHEDULE 'A' BILL OF QUANTITIES**

SINo	Description	Qty	UoM	Unit Rate (Rs)
a	b	c	d	e
1	<p>Loading and unloading of Material at receipt stage, movement of material from one unit/department to other unit/department within/outside factory premises, store related activities and dispatches with approx. 285 labours including supervisors. Minimum Assured Tonnage in a month is 2000. For details refer Scope of Work, Terms &amp; Conditions. All expenses are to be considered while quoting.</p>	1	Ton	

**END OF BOQ****IMPORTANT NOTE :**

- Existing Material handling equipment shall be provided by BEML Limited.
- The rate per tonnage shall be common for EMD, H&P, R&D and Marketing division.
- The rate quoted is firm and excluding GST.
- The intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting.
- Tenderers are requested to note that the quotation for the work quoted by them should be for the complete scope of work specified.

(A) Note : (1) Tonnage handled less than 2000 per month will be considered as 2000 MT (minimum assured tonnage per month).

(2) (a) **L1 firm will be decided based on the rate quoted by the firm "R" for 2000 MT**

(b) Rate will be used to calculate the value against 2000 MT only.

Value for all other tonnages above 2000 will be calculated as per the formula :

**Example :** Say if the firm has quoted **Rs 1500** as Rate for 2000MT then

Minimum monthly bill value  $M = R \times 2000 = 1500 \times 2000 = \text{Rs. } 30,00,000$

(B) Note : 1. Every month payment will be made for minimum assured tonnage i.e., 2000 MT ONLY (irrespective of actual tonnage handled).

2. After completion of contract period AVERAGE TONNAGE handled per month will be arrived (i.e.  $\text{sum}(\text{tonnage handled in each month in the contract period})/\text{No.of months in the contract}$ ).

3. If the average tonnage handled = 2500 (say for example)

Then the additional value for extra tonnage handled /year will be arrived as follows:

$T1 = R \times 2000 / \text{Log}(2000) \times \text{Log}(2500) \times 12 \text{ months}$

$T1 = 1500 \times 2000 / \text{Log}(2000) \times \text{Log}(2500) \times 12 \text{ months}$

$T1 = 3,70,56,870.27$

$T2 = \text{Minimum tonnage payment per year}$

$T2 = R \times 2000 \times 12$

$T2 = 1500 \times 2000 \times 12$

$T2 = 3,60,00,000$

Additional value for additional tonnage handled will be paid after completion of 12 months =  $T1 - T2 = 3,70,56,870.27 - 3,60,00,000 = 10,56,870.272$

**Note : Above calculation is for illustration purpose only where 12 months is considered.**

**However, actual no.of months in the contract only will be considered to calculate the extra**

**tonnage.**

For various value of Average tonnage handled T1, T2 and additional value are tabulated, considering the example value of R= Rs.1500. Values indicated are only for illustration purpose. If average monthly tonnage handled is less than 2000 tons no additional payment will be made.

SINo	Average Tonnage	Actual Annual value (T1)	Min annual value (T2)	Additional amount in Rs. T1-T2
1	2000	36000000	36000000	0
2	2100	36231084	36000000	231084
3	2200	36451416	36000000	451416
4	2300	36661952	36000000	661952
5	2400	36863526	36000000	863526
6	2500	37056870	36000000	1056870
7	2600	37242631	36000000	1242631
8	2700	37421379	36000000	1421379
9	2800	37593627	36000000	1593627
10	2900	37759829	36000000	1759829
11	3000	37920396	36000000	1920396
12	3100	38075698	36000000	2075698
13	3200	38226069	36000000	2226069
14	3300	38371812	36000000	2371812
15	3400	38513204	36000000	2513204
16	3500	38650497	36000000	2650497

**Note : Above calculations are for illustration purpose only where 12 months is considered. Previous details of the tonnage handled (MT) is appended below for information of bidders.**

SINo	Month	Tonnage Handled		
		2020	2021	2022
1	January	2,421.2080	2,082.1050	1,956.4715
2	February	3,065.9620	1,948.2185	2,776.1090
3	March	1,996.2510	3,586.2290	2,876.3050
4	April	126.0000	863.0490	1,428.3095
5	May	1,160.0500	770.5565	1,374.9575
6	June	1,907.8740	1,510.9985	1,520.0665
7	July	2,413.8750	2,241.2420	2,508.0765
8	August	2,242.8425	1,978.5755	1,665.3395
9	September	2,583.0085	2,349.7925	1,779.2975
10	October	2,254.6965	2,485.4265	1,837.6920
11	November	1,787.8830	1,982.2060	2,039.7575
12	December	1,876.4865	2,943.2855	2,527.6795
	<b>Total</b>	<b>23,836.1370</b>	<b>24,741.6845</b>	<b>24,290.0615</b>
	<b>Average</b>	<b>1,986.3448</b>	<b>2,061.807</b>	<b>2,024.1718</b>

Monthly tonnage (average of last 3 yrs) =  $(1,986.3448 + 2,061.807 + 2,024.1718)/3 = 2,024.1079$

**Annexure J**

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

**INTEGRITY PACT**

**Between**

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

**and**

**.....hereinafter referred to as “The Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, for **Contract for Loading & Unloading at BEML Ltd., KGF.**

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

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

**Section 1 – Commitments of the Principal**

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

**c.** The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

**d.** The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure J-1**.

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

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

**Section 3 – Disqualification from tender process and exclusion from future contracts**

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

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous Transgression**

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

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

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

(1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7–Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

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

**Section 8 – Independent External Monitor / Monitors**

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

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

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible

action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word '**Monitor**' would include both singular and plural.

#### **Section 9 – Pact Duration**

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

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

#### **Section 10 – Other provisions**

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The bidder shall not approach the courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

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.

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(For & On behalf of the Principal)

(Office Seal)

Place-----

Date -----

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

**Witness 1:**

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

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

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

(Name & Address) -----  
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**Annexure J-1****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS.**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on [www.bemlindia.in](http://www.bemlindia.in).

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY :**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer :

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers :

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status. i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD. or damage or payment of a named sum.

Signature

(For & On behalf of Bidder/Contractor

7/7

**NIT Acceptance Letter**

Ref : EMCP/1900054325/L&UL/NAL

To : Sr.Manager- Contract Purchase  
EM Division  
BEML Ltd  
BEML Nagar  
KGF – 563 115.

Sub: NIT Acceptance Letter for Contract for Loading & Unloading at BEML Ltd., KGF.

Ref : (1) EMCP/1900054325/L&UL/Tender Document      dated 12-04-2023.  
(2) Bid Invitation 6300038389.

I hereby declare that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML Website / SRM Platform with above reference.

I agree to abide by all Terms and Conditions indicated in the above referred Tender document.

Contractor  
Sign with seal

Note : Above letter along with all the corrigendum published need to be signed with seal and to be uploaded in Technical bid section on SRM Platform.