

**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)
KINFRA Park, Menon Para road, Kanjikode East.
PALAKKAD -678621 , Kerala

PHONE : 0491-2565123

Fax : 0491-2567488

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having it's Registered Office at "BEML Soudha" No.23/1, 4thMain, Sampangirama Nagar, Bangalore – 560 027. One of its Production Units located in BEML PALAKKAD (hereinafter referred as "BEML") invites Tenders for the subject work **"BEML PMS VEHICLES MODIFICATIONS AT MILITARY UNITS"**.

The details regarding Instructions for submission of Tender, Technical Bid, Terms & Conditions, Scope of Work, and Commercial Bid details etc are furnished below as per Index Sheet of this Tender Documents.

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A) DEFINITIONS & INTERPRETATIONS:

- 1) The Purchaser' means "(BEML Limited, KINFRA park, Menon Para Road, Kanjikode East, Palakkad - 678621)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No:23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
- 2) Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 3) Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 4) Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 5) Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 6) Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 7) Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 8) Words in singular include the plural & vice-versa.

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- 9) Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 10) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

B) INSTRUCTIONS FOR SUBMISSION OF THE TENDER

- 1) The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.
- 2) The tenderer shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per the instructions by the user department from time to time. The Contractor can visit the site before offering his unit rates if necessary.
- 3) This Tender is in two bid system consisting:
 - a) Technical Bid
 - b) Commercial Bid
 - Technical and commercial bids should be submitted through online in **BEML SRM e-Procurement portal only.**
- 4) Bidders should have a valid **Class III Digital Signature Certificate with encryption** issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.
- 5) Interested bidders who doesn't have valid user name and password for participating in the tender can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids.
- 6) Key dates for Submission of Tender are given below.

Sl. o	Details	Important Date & Time
1.	Last date for submission of bid. Technical and Commercial bid through e-mode in BEML SRM Portal	25.09.2020 / 14:00 HRS
2.	Opening of Technical Bid	25.09.2020/15:00 HRS
Note: Commercial Bids of those bidders whose technical bids are accepted only will be opened after technical evaluation. The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.		



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7) **Submission of technical bid:**

The firm should submit their Technical Bid through E-mode in BEML SRM Portal only. The following documents shall be uploaded in the Collaboration Folder in BEML SRM portal as technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

- a) Documents for proving eligibility criteria.
- b) All the documents along with respective supporting documents which is specified/sought in the Annexure-A-Technical Bid
- c) Any other relevant documents as applicable

8) **Submission of commercial bid:**

All the Price bid details are to be submitted through E-mode in SRM portal only. Price details should be entered in the 'Price Conditions' column in SRM portal against the respective service. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "my note".



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C) GENERAL TERMS & CONDITIONS FOR TENDER FOR PROCUREMENT OF SERVICES

- 1) If the bidder/contractor has not uploaded the document which is specified / sought in the Annexure-A (Technical bid), their offer is liable for rejection.
- 2) The price details / commercial bid details should not be given in the Technical bid. If any of the bidder / contractor have given any price / commercial details in the Technical bid, their offer is liable for rejection and will not be considered.
- 3) Technical Bid & Commercial Bid submitted through manual mode / e-mail / fax **will not** be considered and is liable for rejection.
- 4) Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
- 5) Evaluation of bids:
 - a) Technical bid will be opened first after the date of closing of the tender & technical evaluation will be carried out.
 - b) BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
 - c) Commercial bid of only those bidders who are adjudged as technically qualified by BEML will be opened for further processing.
- 6) BEML reserves its right to reject any incomplete bid submitted.
- 7) If sister concern exists then only one bidder to participate.
- 8) 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.



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- 9) The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
- 10) BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 11) The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 12) 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.
- 13) 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.



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- 14) 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.
- 15) BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
- 16) 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 the RFx/Tender Enquiry
- 17) The Bid invitation / Notice Inviting Tender is not an offer or a contract.
- 18) Proposals become BEML's property.
- 19) Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
- 20) BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
- 21) BEML Ltd's decision is final for evaluation of the offers.
- 22) Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.
- 23) 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.
- 24) The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted to BEML Palakkad within 10 days if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

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- 25) **AUTHORITY OF PERSONS SIGNING DOCUMENT:** A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.
- 26) **Validity of the offer:** Offer should be valid for 120 days (One hundred and Twenty days) from the date of opening of the bid.
- 27) GST registration: Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.
- 28) 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. The vendor's time and expenses has to be borne by vendor(s).
- 29) **Public Procurement – Preference to Make in India Policy:** The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** 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 15thJune 2017**. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.
- 30) The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.
- 31) **ACCEPTANCE OF ORDER:** The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The 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.
- 32) **PERIOD OF CONTRACT:** The period of contract shall be for one year from the date of commencement as per the Service Purchase order with an option for the

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company to extend for a further periods up to six months 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. The contractor shall not be entitled to claim any compensation or any damages for such termination.

33) **SECURITY DEPOSIT / PERFORMANCE GUARANTEE:**

- a) Successful tenderer shall furnish Security deposit for the fulfillment of the contract within 30 days of release of purchase order and security amount shall be to a value of 10% of Annual contract value (PO Value). Such Security deposit shall not entail any interest payment on refund.
- b) The contractor shall choose any one of the following three options for payment of security deposit in writing as under:
 - a) The contractor shall deposit the difference between Earnest Money (If called for EMD in tender) and full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favour of BEML Limited. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
(OR)
 - i) Bank Guarantee from any Commercial Bank equivalent to the amount of Security Deposit valid up to 3months after expiry of the contract covering the claim period. Bank Guarantee should be from any of the scheduled Commercial Banks authorized by RBI. (Excluding Regional Rural Banks/ Co operative Banks)
(OR)
 - ii) Security Deposit amount will be deducted from the initial bills itself.
(Payments will be made only after recovering the required security deposit)
- c) 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.
- d) The above 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 his 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

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such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

- e) No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.
 - f) BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.
- 34) **REFUND OF SECURITY DEPOSIT:**
On completion of the contract based on the recommendations of the concerned-in-charge, the Security deposit will be released to the Contractor within three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor.
- 35) **PRICE & INVOICING:** The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.
- 36) Successful tenderer is required to execute an agreement in a stamp paper of worth Rs.200/- as per the format given by M/s. BEML Limited to carry out the work coming under the scope of work and as per terms and conditions.
- 37) **Risk purchase clause:** In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.
- 38) **Purchase Order Cancellation Clause:**
- a) In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.
 - b) If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to

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cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.

- c) For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.
- i) The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.
 - i) The defaulting Contractor shall be served with notice of re-purchase.
 - ii) Risk purchase loss shall be recovered only after the re-purchase contract has been executed.
 - iii) 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, the Supplier has to accept the cancellation.
 - iv) 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.

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

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

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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.

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

41) **SECRECACY:**

- a) 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 supplier 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.
- b) BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

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

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- 43) **NON DISCLOSURE AND INFORMATION OBLIGATIONS:** The supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.
- 44) **TAX CONDITIONS:**
- a) TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.
- 45) All claims arising by OR at the instance of the labourers 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.
- 46) 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 labourers 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.
- 47) The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.
- 48) **APPROPRIATION:** BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

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- 49) The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The 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. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.
- 50) **FALL CLAUSE:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.
If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.
- 51) **NON-WAIVER OF DEFAULTS:** If any individual provision of the Contract is invalid, the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.
- 52) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to sub-contract the service or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

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53) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

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

- 54) **INTELLECTUAL PROPERTY RIGHTS; LICENSES:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

- 55) **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or

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any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

- 56) **JURISDICTION:** Courts of PALAKKAD alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.
- 57) **ARBITRATION:** Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.
- 58) **DURING ARBITRATION:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
- 59) **FORCE MAJEURE CLAUSE:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.
Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy,



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fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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



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SPECIAL TERMS & CONDITIONS FOR TENDER FOR LABOUR CONTRACT

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

- I. Average Annual financial turnover during the last 3 years, i.e 2017-18, 2018-19 & 2019-20 ending 31st March 2020 or 2016-17, 2017-18 & 2018-19 ending 31st March 2019 should be at least Rs.6.00 lakhs/year.
- II. Experience of having successfully completed similar works (fabrication works) during last 07 years ending 31st March 2020 should be either of the following: -
 - a. Three similar completed works, each costing not less than the amount equal to **Rs.7.50 Lakhs.**
Or
 - b. Two similar completed works, each costing not less than the amount equal to **Rs.9.50 Lakhs.**
Or
 - c. One similar completed work, costing not less than the amount equal to **Rs.15.00 Lakhs.**

2. ENGAGEMENT OF CONTRACT LABOURERS :

- a) The contractor should ensure that the character and antecedents of all the contract labours are verified through police authorities. Anyone with doubtful integrity should not be deployed.
- b) In order to ascertain the identity of all the contract labour engaged by him, the Contractor shall obtain /collect authenticated documents like Aadhaar card/Voter ID as proof of identity. The bio-data, address and certificates of qualification also be collected for verification.
- c) The contract supervisor should have the complete list of the all the contract labours engaged along with their ESIC and EPF /UAN numbers to attend to any eventualities.
- d) The Contract labourers should be dutiful, obedient in nature and maintain discipline and conduct while working at the site.



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

4. SUPERVISION:

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

5. PAYMENT OF WAGES:

- a) The payment of wages to the Contract labourers has to be made by the contractor irrespective of receipt of payment from BEML Limited.
- b) The payment to Contract labourers should not be linked with release of payment against the claim submitted by the contractor.
- c) The contractor has to ensure payment of Minimum Wages to all the contract labours as notified by the appropriate Govt.

6.0 SUBMISSION OF BILLS:

- a) The Contractor has to submit his invoices to “BEML Limited,-PALAKKAD Division/ RO office Delhi” for payment.
- b) Every month, on satisfactory completion of work, the contractor shall submit the GST Invoice to BEML PALAKKAD/RO Office Delhi along with ESI/PF Challans & ECR copies, attendance certified by User Dept. and any other documents as applicable if any, for processing the monthly bill.
- c) The statutory remittances like ESI, PF (inclusive of EDLI, EPF etc.,) have to be made every month regularly to the authorities concerned and the copies of the



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PF Challans / Electronic Challan Cum Return (ECR) copy, and ESI monthly contribution returns to be enclosed with the monthly bills for processing.

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

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

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

7. GOODS & SERVICE TAX :

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

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

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

8. PAYMENT TERM: Payment will be released to the contractor within 45 days (in case of MSME vendors only) or 60 days after successful completion of the work duly certified by the user dept/ Inspection authority. Payment will be made from either BEML Palakkad OR BEML RO Delhi.

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

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

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11. STATUTORY COMPLIANCE UNDER LABOUR LAWS:

a) The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act- 1970, Employees Provident Fund and Misc. Provisions Act -1952, Employees' State Insurance Act - 1948, Minimum Wages Act -1948, Payment of Wages Act - 1936, Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Employees Compensation Act-1923, Employers Liability Act -1938, Industrial Disputes Act-1947, Factories Act- 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act-1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act- 2013, Mines Act-1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier.

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

13. All claims arising by or at the instance or on account of the persons employed by the Contractor or on account of wages, allowances, PF, ESI, or otherwise, shall be met by the Contractor on his own account and the company shall be kept fully indemnified. The company shall have no liability in that behalf.

14. Contractor will settle the claims of the employee whenever such claims arise, either due to termination, discontinuance or death and keep the company indemnified.

15. EMPLOYER'S LIABILITY INSURANCE POLICY :

In the event of any accident/injury, disablement, the Contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify BEML in case of any claims arising there of later. Required safety aids and equipments are to be provided to the workers



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while at work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract – **Employer's Liability Insurance Policy.**

16. The work has to be carried out on all working days in a week including Sundays and Holidays as directed by the Officer-in-charge.
17. **SAFETY PRECAUTION:** The contractor should ensure safety of labourers as prescribed by the Director of Factories& Boilers, Govt of Karnataka in connection with the execution of work.
18. **ACCIDENTS INJURIES AND DAMAGES:** The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses& claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works.



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**ANNEXURE-A
TECHNICAL BID FORMAT**

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

Sl. No.	Description (Requirements of technical bid)	Bidders Response
A. GENERAL INFORMATION		
1	Name & address in full under which the bidder is intended to execute the contract	
2	Telephone / Mobile Number & e-mail id of the bidder	
3	Type of ownership a) Public Limited Company b) Private Limited Company c) Partnership Company d) Proprietorship Company Please enclose the Incorporation certificate or Registration certificate / partnership deed Certificate/ Proprietorship company documents.	(Please write whether your firm is registered as public limited/private limited company/partnership company/Proprietorship company)
4	PF Registration Number Note: Scan & upload the documentary proof in SRM platform.	Please write the PF Registration number here. If the bidder is not having PF registration, the same shall be obtained within one month on award of contract and an undertaking shall be uploaded in this regard.
5	ESI Registration Number Note: Scan & upload the documentary proof in SRM platform	Please write the ESI Registration number here. If the bidder is not having ESI registration, the same shall be obtained within one month on award of contract and an undertaking shall be uploaded in this regard.
6	PAN Number Note: Copy has to be scanned & uploaded in SRM platform.	



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7	GST Registration Number Note: Copy of proof has to be scanned & uploaded in SRM platform.	
8	Undertaking letter to be uploaded regarding obtaining Labor License (if applicable) within one month of award of Contract, If the contract is awarded.	Upload the undertaking letter and confirm here.
9	SAC code details of this service	SAC Code:
10	MSME Registration certificate	Upload the MSME certificate in SRM if applicable.

B. CRITERIA FOR TECHNICAL EVALUATION (Mandatory)

1	Financial turnover	Year 2016-17 or 2017-18	
		Year 2017-18 or 2018-19	
		Year 2018-19 or 2019-20	
	Average annual financial turnover for above three years should be more than Rs.6.00 lacs		<p>The bidder/contractor should upload the audited balance sheet / audited P&L account statement for the following financial years</p> <p>1) 2016-17 or 2017-18</p> <p>2) 2017-18 or 2018-19</p> <p>3) 2018-19 or 2019-20</p>
2	<p>Work experience: Bidder should have successfully executed any similar work (fabrication works) (Number of works & value of works as described below) in any Central/State Govt. Bodies/Department/PSUs/Autonomous bodies/ Industries/ Factories or other organizations during last 07 years ending 31st March 2020 and the value of the contract(s) should not be less than the value described below:</p> <p>i) Three similar works each valuing not less than Rs.7.50 Lakhs</p> <p style="text-align: center;">OR</p> <p>ii) Two similar works each valuing not less than Rs.9.50 Lakhs</p> <p style="text-align: center;">OR</p> <p>iii) One similar work valuing not less than Rs.15.00 Lakhs</p>		

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	<p>For the above work experience, Satisfactory work completion & performance certificate from the previous organization in their letter head and the corresponding work orders should be scanned and uploaded in SRM platform. The certificate shall be considered only in the cases of works completed in full and complete.</p> <p>The satisfactory work completion & performance certificate should contain the reference of work order, nature of work executed, period of work executed and value of work executed.</p>	
3	Submission of Annexure B- Scope of Work	The bidder should upload duly signed "Annexure-B" format in their letter head as Acceptance to do the work as per the scope of work & conditions in the SRM Portal.
4	Submission of Annexure-D- Acceptance of the tender terms & conditions.	The bidder should upload duly signed "Annexure-D" format in their letter head as Acceptance of the Tender terms & conditions in the SRM Portal.
5	Submission of Annexure-E- TAX INDEMNITY CLAUSE DECLARATION	The bidder should upload duly signed "Annexure-E" format in their letter head as Acceptance of the Tender terms & conditions in the SRM Portal.



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ANNEXURE- B

SCOPE OF WORK FOR VEHICLE MODIFICATIONS

Works to be carried out on the Vehicle & the Interface frame and the details are given in the document with Pictures/ Sketches for easy understanding.

Read through the full document before the submission of the Quote. If any doubt please contact the BEML reps.

BEML Technicians will guide the vendor at initial stage for 2 sets for clarifications on modifications. After the 2 sets vendor has continue the works however BEML Reps will monitor the progress at the Work site.

Scope of Work – General

1. Work to be carried out at military Units- Bathinda, Chandimandir & Meerut.
2. All equipment like Oxy-Acetylene Gas Cutting, Co2 Welding set, Hand Grinding Machines and pneumatic gun, tooling required to do rework, safety measures for the workers to be provided by vendor. All consumables are to be provided by vendor.
3. All consumables like Suitable Welding Coils and metal strips required for reworks to be provided by vendor.
4. Vendor has to make his own arrangements to lift the interface frame at site if crane facility is not available. However, it can be lifted with jacks also.
5. Infrastructure & admin facility if available with the military unit will be extended to the vendor else vendor has to make his own arrangements.



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Scope of Work for

A. Interface frame shifting

1. Lift the Jib crane and remove the mounting grills from the interface frame located above the winch mechanism.
2. Unbolt U-clamps which are assembling to Chassis and interface frame.
3. Unbolt the mud guards from the chassis.
4. Lift the interface frame with the help of jacks/ crane and position 70X140mm tube between chassis and interface frame at all 4 corners.
5. Remove the jacks under interface frame.
6. Mark 65mm shift from center of the existing dewel pin location against to the cabin. Cut the old Dewel pin if required and ground the surface.
7. Weld new dewel pin at 65mm marked location.
8. Remove the Winch Guards.
9. Cut the winch guard mounting brackets from the interface frame.
10. Loosen /adjust /dismount any related parts which may affect interface frame shifting.
11. Move the interface frame by 65mm away from the cabin. Position the interface frame with 65mm shift.
12. Weld the winch guard mounting brackets according to new location.
13. Lift the interface frame and remove the tubes from all corners and position the interface frame with reference to the new dewel pin.
14. Fasten the U-bolts to the Chassis and interface frame.
15. Mark the mud guard mounting holes with respect to 65mm shift. Drill the new holes and assemble the mudguards to the chassis.
16. Perform the modifications on the Vehicle and Interface frame
17. Put back the Winch Guard and the Lock plate.

B. Spare wheel mechanism Modification – Applicable for Euro Vehicles only.

1. Remove the Spare wheel from the spare wheel mechanism.
2. Remove the spare wheel mounting mechanism from the interface frame.
3. Cut the existing channel (V Shape) and finish the cut surface on the spare wheel mechanism. Weld new channel to the spare wheel mounting mechanism.
4. Mount the Spare wheel bracket and the Spare Wheel.
5. Grinding and finishing to be done at all the cut area and welded area.



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C. Miscellaneous works pertains to Interface Frame

1. Stowage box modification- Mark the stowage box with 60mm length. Cut the box at marked location. Reweld the box with reduced length.
2. Transport lock cutout modification- Welding additional strips of size 120X40 mm (strip welding) inside the transport lock cutout at both the sides.
3. Replacement of securing device top arm.

D. Miscellaneous works pertains to vehicle

1. Rear view mirror holding bracket modification
2. Additional fuel filter assembly-Applicable for Euro vehicles only
3. Cutout to be provided to the interface frame after completion of all shifting works exactly above the suction line of the fuel tank- Applicable for Euro vehicles only.
4. Winch control valve shifting from rear side to near canister bkt assy- Applicable for Euro vehicles only.
5. Cutout for interface frame to avoid fouling with Diesel filling neck - Applicable for Non-Euro vehicles only.

Note: Apply Metal Primer (Red oxide) to all weld exposed areas.



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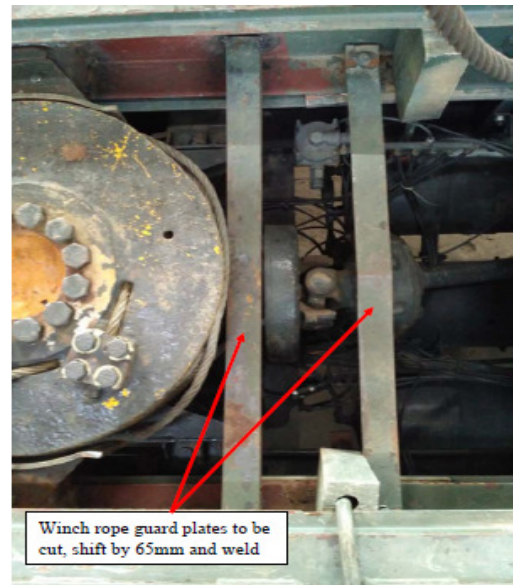
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Images of Reworks:

1. Shifting of the Interface frame



2. Winch Guard Bracket Shifting:





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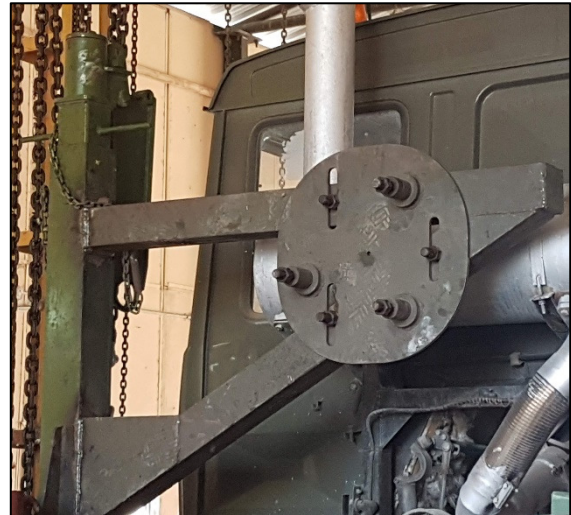
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3. Spare Wheel Bracket Rework:



Before Rework



After Rework

4. Securing Device Plate Replacement



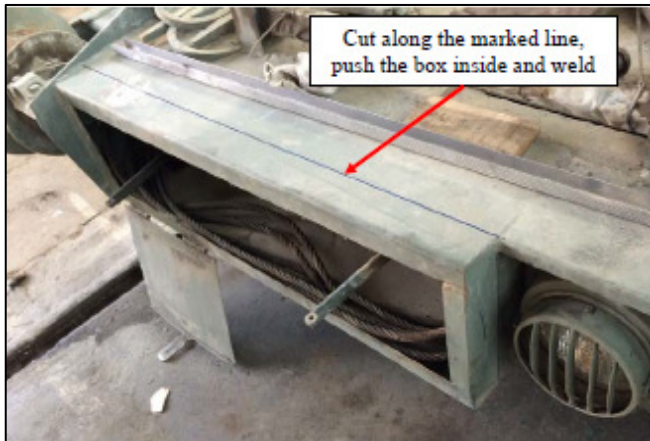


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5. Stowage Box Rework:



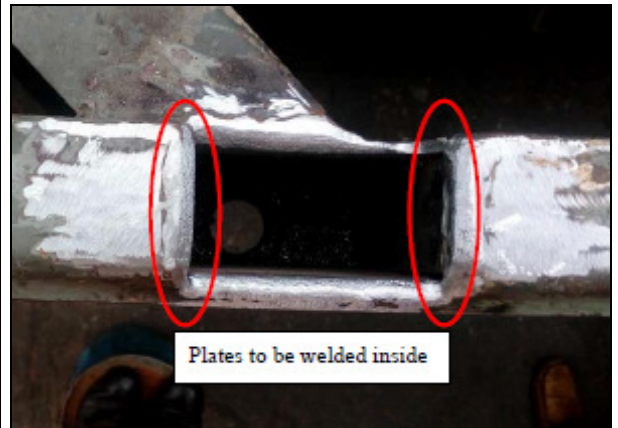


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6. Transport Lock Rework: 4mm Plate Need to be welded at both Sides.



7. Winch Control Valve Shifting:



8. Fuel Filter Assy





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9. Rear View Mirror Rework:



10. Cutting Access Hole for Fuel Tank Suction Line:



11. Cabin Lift Pump Key Insert



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Total number of Vehicles to be attended:

SL NO	DEFECTS	No of Vehicles to be attended	
		EURO	NON-EURO
1	Fuel filter / Fuel separator	21	00
2	Rear view mirror strip welding	21	43
3	Stop retainer replacement	21	43
4	Transportation lock plate assy	21	43
5	Interface frame shifting	21	43
6	Spare wheel bracket replacement	21	00
7	Winch control valve shifting	21	00
8	Stowage box cutting	21	43
9	Cutout for suction tube opening	21	00
10	Cabin Lift Pump Key	21	00
11	Cutout to avoid frame fouling with diesel filling neck	00	43

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ANNEXURE- C
COMMERCIAL BID

The format given below is for reference purpose only.

Note: The rates are to be entered in the BEML SRM system only in the 'Price Condition'. The format given below is to be referred and the unit rate is to be entered in the system against the respective item in the 'Item Data' in the system. **The rates are exclusive of applicable GST Tax.**

Sl. no.	Description	Qty	Unit	Unit Rate
1	<u>"BEML PMS VEHICLES MODIFICATIONS AT MILITARY UNITS"</u>	64	Nos	The firm has to fill the values in SRM platform only

Note: Unit price (ie. 1 No) should be quoted in price conditions in e-mode SRM "**Price conditions**" only. The unit rate quoted should be the price required to complete the job (Inclusive of materials/consumables/machineries/Transportation/Boarding & lodging & labour charges).



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ANNEXURE- D

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

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

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

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:



BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
KINFRA Park, Menon Para road, Kanjikode East.
PALAKKAD -678621 , Kerala

PHONE : 0491-2565123

Fax : 0491-2567488

ANNEXURE- E

TAX INDEMNITY CLAUSE DECLARATION

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

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



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



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

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal: