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| Ref: EMCP/Air and Noise Samples Monitoring/Tender Document |   | Date : 18-09-2020 |
| <b>Tender Document</b>                                     |   |                   |
| Sub  | Monitoring of Air and Noise Samples at EM Division, BEML Ltd – KGF. |                   |
|  |   |                   |

**Tender Document****Sub** Monitoring of Air and Noise Samples at EM Division, BEML Ltd – KGF.

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**1. Tender Notice**

Assistant General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115 Invites Tenders in two bid system in e-mode through BEML SRM platform from eligible, reputed firms / Contractors / Agencies for the following :

Monitoring of Air and Noise Samples at EM Division, BEML Ltd – KGF.

| SINo | Description                             | Details                     |
|------|---|-----------------------------|
| 1    | Approximate value of contract per annum | 0.192 Lakhs (Excluding GST) |
| 2    | Duration of the contract                | One Year                    |

Note: (1) Value indicated at 1 above includes all expenditures.

(2) Firm to quote rate/unit in Rs. against all items of BOQ.

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

Please refer Bid Invitation and all attachments also.

AGM - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

**2. Letter to Bidder / Tenderer**

To : M/s

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the above cited tender notice 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.

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

Interested bidders can download the tender document released along with this notification and quote in two bid system.

**Instructions for submission of the bids:**

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 scanned copy of signed "NIT Acceptance Letter" (Format attached) at the Collaboration Folder in the system. Please 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) Scanned copy of signed "NIT Acceptance Letter" (as per format attached) to be uploaded in Collaboration Folder on SRM Platform. This is technical bid requirement. Commercial bid of the bidder will be opened only if the technical requirement is fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload the required document 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 the office of DGM – Civil Maintenance, Contact No. 08153-263864.

(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  
AGM - Contract Purchase  
EM Division,  
BEML Nagar, KGF – 563 115.

|  |                                |  |
|--|--------------------------------|--|
| Ref: EMCP/Air and Noise Samples Monitoring/Tender Document |                                | Date : 18-09-2020  |
| 2.1  | (A) Tender Description         | Monitoring of Air and Noise Samples at EM Division, BEML Ltd – KGF.  |
|  | (B) Contract Period            | One Year.  |
|  | (C) Tender Reference           | EMCP/1050010442/ Air & Noise Level Monitoring /Tender Document Date: 18-09-2020.<br>Tender Reference / Bid Invitation Number to be super scribed on top of the covers for identification while sending sealed covers.<br>Tender documents may be downloaded from BEML website (www.bemlindia.com).   |
|  | (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) 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. |

2.3

**Technical Bid : Qualifying Criteria**

Scanned copies of following Bidders qualifying documents are to be uploaded along with the Technical bid.

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

| SINo | Description   | Requirement Details              | Additional Information  |
|------|---|----------------------------------|---|
| B1   | NIT Acceptance Letter<br>(To be down loaded from SRM Platform)  | To be signed with seal           | Same to be signed with seal, scanned and to be uploaded on SRM Platform |
| B2   | Corrigendum if any<br>(To be down loaded from BEML website <a href="http://www.bemlindia.com">www.bemlindia.com</a> ) | All pages to be signed with seal | Same to be signed with seal, scanned and to be uploaded on SRM Platform |

**Pre-Bid Meeting / Study**

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

Officer in charge for the contract : DGM – Civil Maintenance, BEML Ltd-KGF.(08153-263864)

Note :

- (a) Bidders are suggested to upload documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper / missing of document uploading.
- (b) Bidder has to submit the above document for qualifying in Technical bid. It is suggested to cross check the document after uploading in SRM platform to ensure that the necessary document is correctly uploaded. In case of any difficulty in uploading, SRM Team may be contacted at 080-22963 269 / 141 for help.
- (c) In case the above document is not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain clarifications from bidders (against technical bid only). 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 ie.,
  - (1) For signed & sealed tender document –FILE NAME=Tender\_Doc\_Signed&Sealed
  - (2) For NIT Acceptance Letter – FILE NAME = NIT\_A\_L etc.,
 Do not club all the documents in one single file.
- (e) 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.
- (f) Items (if any) quoted by the vendor has to conform specified brand / requirement / IS and their samples to be approved by BEML before bulk supply.
- (g) Firm has to ensure updating their GST details at BEML WEB SITE [www.bemlindia.com](http://www.bemlindia.com).

|     |  |  |
|-----|--|--|
| 2.2 | <b>QUESTIONNAIRE</b><br>(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 /<br>Mobile /<br>Fax /<br>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.<br/>(to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer,<br/>Accounts Department,<br/>BEML Limited<br/>EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS<br/>(Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code :</p> <p>2. Vendor Name :</p> <p>3. Account No :</p> <p>4. Name of the Bank :<br/>Address :</p> <p>5. IFSC Code :<br/>(Indian Financial System Code)</p> <p>6.MICR Code :<br/>(Magnetic Ink Character Code)</p> <p>7. NEFT Code :<br/>(National Electronic Fund Transfer)</p> |  |
| <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> |  |  |

**2.3 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.

**Pre-Bid Meeting / Study (Not Mandatory** but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract: DGM– Civil Maintenance,  
EM Division, BEML Ltd, KGF – 563 115.  
08153-263864 / 279951 / 279952 / 279953.

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 value of Total value“Sum [(QTY x Unit Rate)]” for all items as per BOQ.
8. **Payment Terms** will be against certification of DGM- Civil Maintenance (SRM code = L046).  
Bidders are requested to indicate / select the same while quoting the 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**

Analysis of Ambient air and noise level measurement

Monitoring of Ambient Air quality and Noise Level as per KSPCB Norms

(a) No of Ambient air samples: 16 samples/year.

Below mentioned 4 parameters to be monitored in each air sample

(1) Sulphur dioxide SO<sub>2</sub>

(2) Oxides of Nitrogen

(3) Suspended Particulate (SPM)

(4) Respirable Particulate Matter (RPM)

(b) No. of noise measurement: 16 samples/year (During day time & night time)

I. Firm has to arrange for collecting Ambient Air samples & Noise samples during day time & night time from the following shops once in a year.

1. L. W. Fabrication
2. Plate Shop
3. Machine shop-1 & Heat treatment
4. Power House
5. Compressor House
6. Painting shop
7. Gear shop
8. Heavy equipment shop
9. Defence hangar
10. Machine shop-3 & Minor Fabrication shop.
11. Machine shop-2
12. CT assembly
13. Tool room
14. CT final shop
15. Excavator Assembly.
16. Idler assembly

II. After collecting the 16 samples from above places, firm has to analyze the same at their laboratory and submit the analysis report to BEML, KGF with allowable limits as per KSPCB standards. Also firm has to suggest for any corrective actions if required.

III. Firm has to arrange for checking the noise level at respective shops during day time and night time as listed above at different locations, once in a year (16 measurements).

IV. Noise level report to be submitted to BEML, KGF along with Corrective actions if required.

V. Firm has to submit the quotation separately for Ambient Air Analysis and Noise Level monitoring & no separate charges will be paid for transportation..

VI. Payment will be arranged after satisfactory completion of the work as per P.O. against bill duly certified by GM, Maintenance.

Note :

(a) Contractor has to study and understand complete scope of Work, Special terms & Conditions and General terms & conditions before quoting the tender.

(b) Non performance of job in any area will lead to deduction proportionately from the bills payable.

(c) Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.

**4.Terms & Conditions**

|   |  |
|---|--|
| 1 | 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. |
| 2 | 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. Work shall be completed as per the duration mentioned under Tender Notice, the time of completion is to be reckoned from the date of commencement mentioned in the Purchase Order.   |
| 3 | In the event of 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.   |
| 4 | Arbitration of Disputes: The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.   |
| 5 | 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. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.   |
| 6 | All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Chief of Division, 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.   |
| 7 | 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.   |
| 8 | Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works.  |
| 9 | GST is applicable as per prevailing rates. Contractor has to produce the challans as proof of the payment to the tax authority. <b>GST is applicable on gross amount payable to the contractor.</b>  |

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| 10   | Contractor shall make his own arrangement for accommodation and to &fro transportation to BEML factory for his labours.  |                   |
| 11   | 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.   |                   |
| 12   | Quantity indicated in the BOQ is one year requirement.   |                   |
| 13   | <b>Payment</b> will be arranged after satisfactory completion of the work as per P.O. against bill duly certified by DGM- Civil Maintenance.   |                   |
| 14   | BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.  |                   |
| 15   | If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called up to 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.                               |                   |
| 16   | <b>ACCIDENTS INJURIES AND DAMAGES:</b> 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. |                   |
| 17   | 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.   |                   |
| 18   | 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.  |                   |
| 19   | 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.   |                   |
| 20   | 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.  |                   |
| 21   | 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 only at BEML Limited's website</b> . Validity of bids submitted shall be deemed to be extended accordingly.   |                   |
| 22   | 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.  |                   |
| 23   | 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.                        |                   |
| 24   | 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.  |                   |

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| 25   | 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, if any would be forfeited.  |                   |
| 26   | 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. |                   |
| 27   | 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.   |                   |
| 28   | BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.   |                   |
| 29   | BEML reserves the rights to: <ul style="list-style-type: none"> <li>I. Accept or reject any or all proposals.</li> <li>II. Waive any anomalies in proposals through an addendum.</li> <li>III. Modify or cancel RFx / Tender Enquiry.</li> </ul>   |                   |
| 30   | Bid invitation / Notice Inviting Tender is not an offer or a contract.   |                   |
| 31   | Proposals become BEML's property.  |                   |
| 32   | BEML Ltd's decision is final for evaluation of the offers.   |                   |
| 33   | Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.   |                   |
| 34   | Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.   |                   |
| 35   | Uploaded documents in the 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.   |                   |
| 36   | 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.   |                   |
| 37   | Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.   |                   |
| 38   | 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  |                   |

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| 38   | BEML for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s).   |                   |
| 39   | <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. <b>P-45021/2/2017-B-E-II dt 15<sup>th</sup>June 2017</b> . 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>                                      |                   |
| 40   | 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. 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. |                   |
| 41   | 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.  |                   |
| 42   | Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.  |                   |
| 43   | <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 supplier and purchaser. 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.  |                   |
| 44   | <b>Risk purchase clause:</b> 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.   |                   |
|  | For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.  |                   |
|  | Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.   |                   |
|  | Defaulting Contractor shall be served with notice of re-purchase.  |                   |
|  | Risk purchase loss shall be recovered only after the re-purchase contract has been executed.   |                   |
|  | 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, Supplier has to accept the cancellation.   |                   |
| 45   | 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   |                   |



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| 45   | on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.   |                   |
| 46   | <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 supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.   |                   |
| 47   | If a Supplier 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, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / executes the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.   |                   |
| 48   | <b>Non-disclosure and information obligations:</b> Supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.  |                   |
| 49   | <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 the services / NRC that will be carried out by the supplier.  |                   |
| 50   | <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 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. |                   |
| 51   | 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.  |                   |

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| 52   | <p><b>Contract variations - Increase or decrease in the scope of supply:</b> 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. Supplier 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 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.</p> |                   |
| 53   | <p><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 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. BEML shall be entitled to prevent a breach of the above and to damages in case of breach.</p>   |                   |
| 54   | <p><b>Drawing and Documents :</b> 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.</p>  |                   |
| 55   | <p>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.</p>   |                   |
| 56   | <p>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.</p>   |                   |
| 57   | <p>Contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. Contractor shall guarantee that the services rendered corresponds 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 in</p>   |                   |

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| 57   | relation to his product, packaging, and raw and ancillary materials.   |                   |
| 58   | 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.  |                   |
| 59   | 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.   |                   |
| 60   | <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.  |                   |
| 61   | <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.  |                   |
| 62   | <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-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. Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. 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. 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. |                   |

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| 63   | <p><b>Bribes and gifts :</b> Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 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.</p>   |                   |
| 64   | <p><b>Force Majeure Clause:</b> 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.</p> <p>Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.</p> <p>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.</p> <p>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.</p> |                   |
| 65   | <p>Utmost care should be taken to avoid injury damage of equipment /machinery of BEML, if so caused due to the negligence or otherwise by the workmen, the same shall be made good by the contractor. Precautions like shutting down of electric power etc to be taken prior or commencement of work.</p>  |                   |
| 66   | <p>All labour and material required for the work shall be arranged by the contractor.</p>  |                   |
| 67   | <p>Entry and exit of work men into the factory area is controlled by the security authorities of the company. Contractor shall strictly adhere to the timings of entry &amp; exit laid down by the authorities and the quoted rate is deemed to include for the same.</p>  |                   |

**BEML LIMITED****KOLAR 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 – 279365 / 279338

Fax : 08153 - 263274

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| Sub : | Monitoring of Air and Noise Samples at EM Division, BEML Ltd – KGF. |
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**5.COMMERCIAL BID****Note (A) :**

- (1) UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'.
- (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 in Rs should be exclusive of applicable GST.

**Note (B) :**

1. Firms have to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ.
2. 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.
3. 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.
4. Selection of L1 firm will be based on the value of Sum [(Qty X Unit Rate)] quoted against BOQ.
5. 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.

**Note (C) :**

1. Unit rate exclusive of GST is to be quoted.
2. Rates are to be entered in the BEML SRM system only in the 'Item Data'.
3. Only UNIT RATES (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ are to be quoted.
4. Rate quoted should be firm for the contract period.
5. Intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Tenderers are advised to, visit the work areas and then quote.
6. Quotation should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.

8. For any clarifications regarding scope of work/terms and Conditions, please contact Officer-in-Charge, Civil Maintenance.
9. Payment Terms will be against certification of DGM- Civil Maintenance based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.

**SCHEDULE 'A' BILL OF QUANTITIES**

| Sl No                                       | Description         | Qty | Unit | Unit Rate (Rs) | Extended Value (Rs) |
|---|---------------------|-----|------|----------------|---------------------|
| a   | b                   | c   | d    | e              | f                   |
| 1   | Ambient Air Samples | 16  | Job  |                |                     |
| 2   | Noise Level Samples | 16  | Job  |                |                     |
| Grand Total excluding GST (Rs)              |                     |     |      |                |                     |
| Grand Total excluding GST in Words : Rupees |                     |     |      |                |                     |
| <b>END OF BOQ</b>                           |                     |     |      |                |                     |

**Note :**

- (i) Quantity indicated is for a period of One year.
- (ii) Firm has to quote Unit Rate for each line item in Rs.**
- (iii) All expenditures should be considered while quoting.**
- (iv) Extended Value (f) = c x e.
- (v) L-1 will be based on least of total quoted rate by technically accepted bidders.

**Note (D) :**

1. Contractor has to study and understand complete scope, work involved / to be carried out, Special terms & conditions and General terms & conditions before quoting the tender.
2. Non performance of above job in any area will lead to deduction proportionately from the bills payable.
3. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.

**END OF DOCUMENT**