

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
Tender Document		
Sub	Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.	

Tender Document**Sub** Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.

Index		
Sl No	Description	Page No
1	Tender Notice	3
2	Letter to Bidder / Tenderer	4
2.2	Pre-Qualification Criteria	6
2.3	Technical Bid : Qualifying Criteria	10
2.4	Questionnaire	12
3	Scope of Work	15
4	Terms & Conditions	17
5	General Terms & Conditions	27
6	Commercial Bid	29
6.1	Schedule 'A' Bill of Quantities	30
7	NIT Acceptance Letter	33
Total Number of Pages		33

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 (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.

Sl No	Description	Details
1	Approximate value of contract per annum	10 Lakhs (Excluding GST)
2	Duration of the contract	Four Months

Note : (1) Value indicated at 1 above includes

(a) Labour Expenditure.

(b) Supply of Items etc.

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

For Scope of work, other terms and conditions, Qualifying criteria 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

1. Letter to Bidder / Tenderer

To : M/s

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the above cited tender notice (at Page 3/33), 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.

2.1 Instructions for submission of the bids:

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

OR to be sent to e-mail emtenderbox@beml.co.in

BEFORE THE BID CLOSING DATE&TIME.

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

(A) Submission of Technical Bid :

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

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

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

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

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

(B) Submission of Commercial Bid :

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

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

(c) Before submitting the bid, Firms may visit the work place / site to know the scope of work. Prior appointment may please be obtained from DGM - Civil Maintenance, EM Division, BEML Ltd., KGF, Contact No. 08153-263864 / 279952/ 279953.

(d) Bids should be submitted 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 :

(5) 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

(6) 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 Ltd, KGF – 563 115.

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021								
2.1	(A) Tender Description	Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.								
	(B) Contract Period	Four Months.								
	(C) Tender Reference	EMCP/Civil Works/Argon+CO2 tanks/Tender Document Dated 20-03-2021.								
	(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) Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against Form No III.								
2.2	Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)									
	(A1) Earnest Money Deposit (EMD) Returnable	Rs 20,000/-. (Rupees Twenty Thousand Only).								
<p>(a) Method for Payment of EMD (Earnest Money Deposit) :</p> <p>EMD to be deposited in particular Bank a/c and the same will be used for refund.</p> <p>For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :</p> <table><tr><td>Current Account No</td><td>Division / Complex</td><td>Customer ID</td><td>CIF No</td></tr><tr><td>38285193426</td><td>KGF</td><td>19574</td><td>40089</td></tr></table> <p>Link the account to your respective user id approaching local SBI.</p> <p>The accounts are first to be linked to the respective CIF mentioned against division.</p>			Current Account No	Division / Complex	Customer ID	CIF No	38285193426	KGF	19574	40089
Current Account No	Division / Complex	Customer ID	CIF No							
38285193426	KGF	19574	40089							

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

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

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

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

Instructions for paying amount in the link

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

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

State of Corporate / Institution * All India

Type of Corporate / Institution * PSU-Public section undertaking

Then click the Go

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

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

Payment details indicating Bid reference, Transaction reference, Date and amount are to be sent to email id : emtenderbox@beml.co.in before tender closing time on tender closing date.

OR

Hardcopy of the payment details are to be sent to CRS, EM Division, BEML Ltd, BEML Nagar, KGF - 563115 in a sealed cover, before tender closing time on tender closing date.

(b) If EMD amount is exempted, the relevant documents are to be submitted (soft copy in e-mail to emtenderbox@beml.co.in / hardcopy in a sealed cover to CRS, EM Division, BEML Ltd, BEML Nagar, KGF - 563115).

Annexure A

State Bank Collect

https://www.onlinesbi.com/sbicollect/collecthome.htm

Products & Services Know More

STATE BANK COLLECT
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

Terms Used

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

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

Proceed

Waiting for www.onlinesbi.com...

Annexure B

State Bank Collect

https://www.onlinesbi.com/sbicollect/sbclink/displayinstitutiontype.htm

SBI State Bank Collect

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect

Exit

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

Select State and Type of Corporate / Institution

State of Corporate / Institution * All India

Type of Corporate / Institution * PSU - PUBLIC SECTOR UNDERTAKING

Go

Mandatory fields are marked with an asterisk (*)

State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

© State Bank of India Privacy Statement Disclosure Terms of Use

Annexure C

The screenshot shows the State Bank Collect website interface. The browser address bar displays the URL: <https://www.onlinesbi.com/sbicollect/payment/listinstitution.htm>. The page header includes the SBI logo and the text "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" section with a timestamp of "05-Aug-2019 [12:52 PM IST]". A dropdown menu for "PSU - PUBLIC SECTOR UNDERTAKING" is set to "BEML LTD KGF". There are "Submit" and "Back" buttons. A red message box states: "Mandatory fields are marked with an asterisk (*)". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

Annexure D

The screenshot shows the State Bank Collect website interface for the payment details page. The browser address bar displays the URL: <https://www.onlinesbi.com/sbicollect/payment/showpaymentdetails.htm>. The page header includes the SBI logo and the text "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" section with a timestamp of "05-Aug-2019 [12:53 PM IST]". The BEML LTD KGF logo is displayed, along with the address: "BEML LTD KGF, BEML SOUDHA 4TH MAIN ROAD S.R. NAGAR, BEML NAGAR KGF, BANGARAPET-563115". The "Provide details of payment" section contains the following fields:

Select Payment Category *	EMD/TENDER FEE KGF
Category Name *	
Payment Mode *	--Select Payment Mode--
Bank Reference No *	
Transaction Date *	
Amount *	
Status *	
Name of the Company *	

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.

08153-263864 / 279952 / 279953.

Note :

- (a) Bidders are suggested to upload all 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 documents uploading.
- (b) Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, SRM Team may be contacted at 080-22963 269 / 141 for help.
- (c) In case some of the above documents are 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) Above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation Number of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.
- (e) 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 = NIT_AL_Signed&Sealed
 - (2) For Annual Turn over certificates – FILE NAME = Annual_Turnover etc.,Do not club all the documents in one single file.
- (f) Bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.,) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration, firm has to upload the valid registration certificate along with technical bid on SRM Platform.
- (g) Contractor to 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.
- (h) 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.
- (i) Firm has to ensure updating their GST details at BEML WEB SITE www.bemlindia.com.

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

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
19	<p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <ol style="list-style-type: none"> 1. Vendor Code : 2. Vendor Name : 3. Account No : 4. Name of the Bank : Address : 5. IFSC Code : (Indian Financial System Code) 6.MICR Code : (Magnetic Ink Character Code) 7. NEFT Code : (National Electronic Fund Transfer) 	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		

2.5 Important Notes :

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
7. Selection of L1 firm will be based on the value of Total value "Sum [(QTY x Unit Rate)]" for all items as per BOQ.
8. Payment Terms will be against certification of user department (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**Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.**

Note :

- (a) Contractor has to study and understand complete scope of Work, 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.
- (d) Following scope of work is included to be executed all as per instructions / directions of Contract In-charge.

1	Demolition of concrete in ground floors : Demolition of concrete in ground floors and pavings not exceeding 15cms thick.
2	Surface excavation not Exceeding 0.30m depth : Surface excavation not Exceeding 0.30m depth and average 15 cm depth & getting out etc complete.
3	Earthwork excavation in over areas : Earthwork excavation in over areas in hard soil exceeding 1.5m & not exceeding up to depth 3.00m & getting out.
4	Excavation for post holes : Excavation in post holes (or similar holes) in hard soil each not exceeding 0.50 Cu.m getting out, returning & filling in and ramming earth and removing the balance earth to the directed place.
5	Soling 150mm thick with broken boulders : Soling (or sub base) 150mm thick with broken boulders or quarried stone, interstices filled, surface formed and rolled and consolidated to required gradient and camber.
6	Providing PCC 1:4:8 using 40mm graded granite : Providing PCC 1:4:8 using 40mm graded granite aggregate for foundation bed curing etc., complete.
7	Providing PCC 1:2:4 using 20mm graded granite : Providing PCC 1:2:4 using 20mm graded granite aggregate for foundation bed curing etc., complete.
8	Providing RCC M 20 for foundation : Providing RCC M 20, for foundations, footings, plinth beams etc., using 20mm graded granite aggregates, curing etc., complete.
9	Providing steel reinforcement (above 10 mm dia. TMT bars) : Providing steel reinforcement TMT bars cut to length, bent to shape required including

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
9	cranking, bending spirally and hooking with and including MS (annealed) wire of 0.90mm dia. etc., complete TMT bars of 10mm dia. & above.	
10	Providing steel reinforcement (below 8 mm dia. TMT bars) : Providing steel reinforcement TMT bars cut to length, bent to shape required including cranking, bending spirally and hooking with and including MS (annealed) wire of 0.90mm dia. etc., complete TMT bars of 8mm dia. & below.	
11	Supplying & fixing framed work for gates & doors : Supplying and fixing framed work for in doors & gates of square tubes & other sections for fixing steel sheeting & other covering, etc.	
12	Providing BBM in CM 1:6 using class A bricks : Providing BBM in CM 1:6 using class A bricks for 230mm thick & above for superstructure curing etc., complete	
13	Rendering in CM 1:6 : Rendering in CM 1:6, 10mm thick over brick or concrete surfaces finishing even & smooth.	
14	Preparing new steel surface & painting : Preparing the new steel surfaces and applying two coats of enamel paint over a coat of primer etc., complete.	
15	Preparing new wall surface & Distempering : Preparing the new wall surfaces and applying two coats of distemper over a coat of primer etc., complete.	
16	Removing the excavated material : Removing the excavated material exceeding 250 mts but not exceeding 500 mts & deposit where directed.	
17	Returning & filling, Spreading & Levelling : Returning, filling in including spreading, levelling, watering and well ramming etc., complete.	
18	Galvanised 2 strand steel barbed wire : Galvanised 2 strand steel barbed wire 2.24mm dia. barbed with 2mm dia. barbs at 75mm spacings and straining and fixing to any type of standard rails straining bolts.	
19	Providing MS bolts of M-33 & M-48 dia. : Providing MS bolts of M-33 & M-48 dia., threaded as per requirement with washers nuts etc. complete of length 0.90 mts.	
20	Providing formwork for Pillars, Columns : Providing formwork to sides of pillers, columns etc., square or rectangular.	

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	Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for General Conditions & Revised special conditions for civil works contract.
4	In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labours and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.
5	EARNEST MONEY DEPOSIT (Refundable) : An earnest money deposit (EMD) to be paid to M/s BEML Ltd., EM Division, KGF on or before tender closing date. Payment details indicating Bid reference, UTR No, Date and amount are to be communicated before closure of tender (Hard copy to CRS or soft copy through mail). No interest will be paid on the Earnest money deposit. PEMD holders are exempted up to the amount of PEMD value. Difference between PEMD value and EMD value to be submitted as above. On tender finalization, EMD amount of unsuccessful bidders will be refunded. EMD amount of successful bidder will be converted /adjusted against Security Deposit or the same will be refunded against submission of Security deposit in the prescribed format.
6	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.
7	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.

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
8	All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.	
9	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.	
10	Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works.	
11	Contractor has to submit work certification from Civil Maintenance for processing of monthly bills.	
12	Contractor shall duly observe the provisions of all Laws/Acts as may be applicable to him and his employees and keep BEML Limited indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.	
13	Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal) on monthly basis.	
14	Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for his labours.	
15	On award of contract, firm shall execute an agreement in a bond paper of Rs 200/- as per the format given by M/s BEML Limited to carry out the subject work as per terms and conditions as directed.	
16	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.	
17	GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.	
18	Payment will be arranged after satisfactory completion of the work as per P.O. against bills duly certified by DGM - Civil Maintenance, EM Division, BEML Ltd., KGF	
19	GST reimbursement is subjected to showing GST component separately in the invoice.	
20	TERMINATION OF THE CONTRACT: In the event of any breach of contractual obligations as per the contract including scope of work, BEML Limited reserves the right to terminate the contract, by giving one month's notice and accordingly the security deposit / Bank Guarantee will be forfeited.	
21	ACCIDENTS INJURIES AND DAMAGES: From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract (Contractor all risk Insurance Policy) . In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.	
22	Contractor shall employ labour in sufficient number to achieve the required rate of	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
22	progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Contract In-charge.	
23	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.	
24	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.	
25	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.	
26	Contractor shall arrange for the work, subject to security check and instructions of the company rules laid down from time to time. All the labours, supervisors shall have photo identity cards which should be produced while on duty for identification.	
27	Due date for submission of tenders may be extended by BEML. Validity of bids submitted shall be deemed to be extended accordingly.	
28	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.	
29	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.	
30	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.	
31	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.	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
32	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.	
33	BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.	
34	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 RFx / Tender Enquiry.	
35	Bid invitation / Notice Inviting Tender is not an offer or a contract.	
36	Proposals become BEML's property.	
37	BEML Ltd's decision is final for evaluation of the offers.	
38	Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.	
39	Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.	
40	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.	
41	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.	
42	Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML website to submit quotation.	
43	No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s).	
44	All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.	
45	Public Procurement – Preference to Make in India Policy : 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 15th June 2017 . The full details of the order can be seen at http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017	
46	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.	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
47	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.	
48	Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.	
49	Price & Invoicing: 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.	
50	Risk purchase clause: 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.	
51	For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied :	
52	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.	
53	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.	
54	Purchase Order Cancellation Clause: 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.	
55	If Contractor fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, 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.	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
56	Non-disclosure and information obligations: 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.	
57	Tax conditions : 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.	
58	Works to be carried on with expedition failing which the Company may employ other Contractor(s) without vitiating the contract : Contractor shall commence to carry on the works with due diligence and as much expedition as the Contract In-charge 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.	
59	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.	
60	Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labours. The Contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the Contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.	
61	Contractor shall ensure that there are no thefts or loss of Company property/ properties by the labours deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/ officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
62	Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.	
63	This tender is not transferable under any circumstances. Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.	
64	In case the bidder after quoting withdraws from the tender or refuses / delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.	
65	Contractor has to make arrangements for providing requisite manpower with necessary safety appliances, to execute the work on time.	
66	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. 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.	
67	Secrecy : 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.	
68	Documents : 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.	
69	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	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
69	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.	
70	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.	
71	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 agency 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.	
72	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 service 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 relation to his product, packaging, and raw and ancillary materials.	
73	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.	
74	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.	
75	Non-waiver of defaults: 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.	
76	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 : 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	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
76	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.	
77	<p>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 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.</p> <p>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.</p>	
78	<p>Bribes and gifts : Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 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>	
79	<p>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.</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</p>	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document		Date : 20-03-2021
79	<p>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>	
80	<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>	
81	<p>All labour and material required for the work shall be arranged by the contractor.</p>	
82	<p>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.</p>	
83	<p>Contractor shall employ requisite labour to ensure best workmanship of the degree required under various specifications and to satisfaction of Contract In-charge.</p>	
84	<p>Contract labour (Regulation and abolition) Act 1970 under section-12 and rule 21 prescribes that every contractors who employees labour for executing contract works, should obtain license from labour authorities to carry out any contract, so that the laborers employed by the contractor are not deprived of the facilities provided under the Act, such license shall be produced to BEML authorities before commencement of work.</p>	
85	<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>	
86	<p>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.</p>	

5. General Terms & Conditions

1	<p>Security Deposit :</p> <p>1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding GST). Such Security Deposit shall not entail any interest payment on refund.</p> <p>1.2 Contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.</p>
2	<p>THE options for payment of security deposit are as under :</p> <p>2.1 The contractor on acceptance of the contract, deposit the Security Deposit amount Through RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division, KGF. [IFSC code : SBIN0040168 (SBI BEML Nagar)]. OR</p> <p>2.2 Bank guarantee from Indian Public Sector Bank is also acceptable for Security Deposit. OR</p> <p>2.3 Full Security Deposit amount will be deducted from the first running bills of the contractor.</p>
3	<p>Note:</p> <p>3.1 Contractor may choose any one of the options and inform the same in writing while submitting the tender. Failing which, it is presumed that Option-II is considered i.e. Security deposit will be furnished in the form of Bank Guarantee.</p> <p>3.2 In case of BG submitted towards SD it shall remain in force till the completion of work / Defect liability period+ Three months.</p> <p>3.3 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 this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.</p>
4	<p>REFUND OF SECURITY DEPOSIT :</p> <p>4.1 From the SD withheld, 50% of SD amount will be refunded after completion of work against request from the contractor. Balance 50% amount will be refunded after completion of defect liability period of one year from the date of completion.</p> <p>4.2 If the contractor has submitted SD in the form of BG, the contractor may please furnish fresh BG for 5% of contract sum after completion of the work and can claim back the old BG (10% of Contract sum).</p> <p>4.3 SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the</p>

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document			Date : 20-03-2021
4	Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.		
5	Running Account Remittances (RAR) : During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Contract In-charge/Officer In-charge. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work. Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.		
6	COMPLETION CERTIFICATE : On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by Contract In-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill.		
7	FINAL BILL PAYMENT TERMS : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by Contract In-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later.		
8	Penalty Clause		
	Sl No	Description	Penalty
	1	To produce Contractors All Risk policy within 15 days from the date of PO.	0.1% of monthly contract bill will be deducted/week subject to max of 1%.

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

Sub :	Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.
-------	---

6. 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'.
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.
3. Rate quoted should be firm for the contract period.
4. 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.

5. Quotation should be for the complete scope of work specified.
6. Rates quoted shall inclusive of all expenditures.
7. For any clarifications regarding scope of work/terms and Conditions, please contact Contract In-charge, Civil Maintenance, EM Division, BEML Ltd., KGF.
8. Payment Terms will be against certification of Civil Maintenance department based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.

6.1 SCHEDULE 'A' BILL OF QUANTITIES

Sl No	Description	Qty	Unit	Unit Rate (Rs)
a	b	c	d	e
1	Demolition of concrete in ground floors : Demolition of concrete in ground floors and pavings not exceeding 15cms thick	8	Cu.M	
2	Surface excavation not Exceeding 0.3m depth : Surface excavation not Exceeding 0.3m depth and average 15 cm depth & getting out etc complete.	320	Sq.M	
3	Earthwork excavation in over areas : Earthwork excavation in over areas in hard soil exceeding 1.5m & not exceeding up to depth 3.00m & getting out.	100	Cu.M	
4	Excavation for post holes : Excavation in post holes (or similar holes) in hard soil each not exceeding 0.50 Cu.m getting out, returning & filling in and ramming earth and removing the balance earth to the directed place.	16	No	
5	Soling 150mm thick with broken boulders : Soling (or sub base) 150mm thick with broken boulders or quarried stone, interstices filled, surface formed and rolled and consolidated to required gradient and camber.	340	Sq.M	
6	Providing PCC 1:4:8 using 40mm graded granite : Providing PCC 1:4:8 using 40mm graded granite aggregate for foundation bed curing etc., complete.	8	Cu.M	
7	Providing PCC 1:2:4 using 20mm graded granite : Providing PCC 1:2:4 using 20mm graded granite aggregate for foundation bed curing etc., complete.	52	Cu.M	
8	Providing RCC M 20 for foundation : Providing RCC M 20, for foundations, footings, plinth beams etc., using 20mm graded granite aggregates, curing etc., complete.	30	Cu.M	

Ref: EMCP/Civil Works/Argon+CO2 tanks/Tender Document					Date : 20-03-2021
Sl No	Description	Qty	Unit	Unit Rate (Rs)	
a	b	c	d	e	
9	Providing steel reinforcement (above 10 mm dia. TMT bars) : Providing steel reinforcement TMT bars cut to length, bent to shape required including cranking, bending spirally and hooking with and including MS (annealed) wire of 0.90mm dia. etc., complete TMT bars of 10mm dia. & above.	800	KG		
10	Providing steel reinforcement (below 8 mm dia. TMT bars) : Providing steel reinforcement TMT bars cut to length, bent to shape required including cranking, bending spirally and hooking with and including MS (annealed) wire of 0.90mm dia. etc., complete TMT bars of 8mm dia. & below.	140	KG		
11	Supplying & fixing framed work for gates & doors : Supplying and fixing framed work for in doors & gates of square tubes & other sections for fixing steel sheeting & other covering etc.	600	KG		
12	Providing BBM in CM 1:6, using class A bricks : Providing BBM in CM 1:6, using class A bricks for 230mm thick & above for superstructure curing etc., complete.	10	Cu.M		
13	Rendering in CM 1:6 : Rendering in CM 1:6, 10mm thick over brick or concrete surfaces finishing even & smooth.	100	Sq.M		
14	Preparing new steel surface painting : Preparing the new steel surfaces and applying two coats of enamel paint over a coat of primer etc., complete.	65	Sq.M		
15	Preparing new wall surface & Distempering : Preparing the new wall surfaces and applying two coats of distemper over a coat of primer etc., complete.	100	Sq.M		
16	Removing the excavated material : Removing the excavated material exceeding 250 mts but not exceeding 500 mts & deposit where directed.	100	Cu.M		
17	Returning & filling, Spreading & Levelling : Returning, filling in including spreading, levelling, watering and well ramming etc., complete.	50	Cu.M		
18	Galvanised 2 strand steel barbed wire : Galvanised 2 strand steel barbed wire 2.24mm dia. barbed with 2mm dia. barbs at 75mm spacings and straining and fixing to any type of standard rails straining bolts.	350	KG		

SI No	Description	Qty	Unit	Unit Rate (Rs)	
a	B	c	d	e	
19	Providing MS bolts of M-33 & M-48 dia. : Providing MS bolts of M-33 & M-48 dia., threaded as per requirement with washers nuts etc. complete of length 0.90 mts.	300	KG		
20	Providing formwork for Pillars, Columns : Providing formwork to sides of pillars, columns etc., square or rectangular.	50	Sq.M		
END OF BOQ					
<p>Note :</p> <p>(i) Contract is for a period of Four Months.</p> <p>(ii) Firm has to quote Unit Rate for each line item in Rs.</p> <p>(iii) All expenditures should be considered while quoting.</p> <p>(iv) Extended Value (f) = c x e.</p> <p>(v) L-1 will be based on least of quoted rate by technically accepted bidders.</p> <p>Note (D) :</p> <ol style="list-style-type: none"> 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. Non performance of above job in any area will lead to deduction proportionately from the bills payable. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from Contract In-charge. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions. 					
END OF DOCUMENT					

7. NIT Acceptance Letter

Ref : EMCP/Civil Works/Argon+CO2 tanks /NAL

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

Sub : NIT Acceptance Letter for Civil works for Installation of ARGON & CO2 Tanks at EM Division, BEML Ltd., KGF.

Ref : EMCP/Civil Works/Argon+CO2 tanks/Tender Document dated 20-03-2021.

I hereby declare that I have gone through the complete Tender document referred above, and attached to bid published in SRM.

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

Contractor Sign with seal

Note : Above letter need to be signed with seal and to be uploaded in SRM as Technical Bid Document.