

Ref: EMCP/Term Contract 24-25 /Tender Document

Date : 25-05-2024

Tender Document

Sub	Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P/R&D and township at BEML Ltd., KGF.
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1. Tender Notice

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

Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P /R&D and township at BEML Ltd., KGF.

SlNo	Description	Details
1	Approximate value of contract	67.26 Lakhs (Including GST)
2	Duration of the contract	One Year

Note : (1) Value indicated at 1 above includes

(a) Labour Expenditure.

(b) Supply of Items, etc.

(2) Firm to quote in unit % rates 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.

Manager

Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

2. Letter to Bidder / Tenderer

To : M/s

Dear Sir,

Further to the 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.

BEML desires to establish Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P /R&D and township at BEML Ltd., KGF.

Bids in prescribed format are 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 bids:

(1) **Pre-Qualification Bid** : EMD or NSIC certificate/ MSME Udyog Aadhar Certificate/MSME Udyam Registration Certificate (Firms claiming EMD exemption), etc., are to be uploaded in SRM C-Folders

(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 % increase or Decrease over MESSR 2020 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 a) DGM –Civil Maintenance, EM Division, Contact No. 08153-263864, 08153-279952.

(d) Email : esc@beml.co.in b) AGM –Civil Maintenance, H&P Division, Contact No. 08153-08153-279557. Email : hn@beml.co.in / gsc@beml.co.in and c) Senior Manager-Estate Maintenance, (Township), Contact No. 08153-263393, Email : esw@beml.co.in

(e) 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).

(f) 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

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

2.1 Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)

(A1) Earnest Money Deposit (EMD) Returnable	Rs.134000/-. (Rupees One Lakh thirty Four thousand only).
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(a) Method for Payment of EMD (Earnest Money Deposit) :

EMD to be deposited in particular Bank a/c and the same will be used for refund.

For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :

Current Account No	Division / Complex	Customer ID	CIF No
38285193426	KGF	19574	40089

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

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

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 **are to uploaded in SRM C Folders**

(b) If EMD amount is exempted, the relevant documents are to uploaded in SRM C Folders along with Sign and seal.

Extra Information :**VALUATION OF DEVIATIONS:**

Every deviation shall be subject to the limits specified as under:

- a. The net value of all deviations (additions and deductions) including non-tendered items, of the value of work completed, shall not exceed 20% of the approved contract value and 40% in respect of any individual item, indicated in schedule A-BOQ
- b. In case of non-tendered items, the total value of such non-tendered items shall not exceed 5% of the approved contract value.

The basis for ascertaining the non-tendered items shall be as follows:

- (i) The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
- (ii) Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
- (iii) The rates for NT items shall be based on the SSR rates after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the NT rate is the comparison of the NT item with similar trade item in the bill of Quantity for which the contractor has quoted.
- (iv) wherever NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per the actual including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per minimum wages in force, based on the recommendations of the Chief Engineer.
- (v) As a last resort a tender shall be floated to ascertain the rate for NT items. All Deviations in contracts for works including non-tendered items shall be approved by the Competent Authority as per DoP within the limits prescribed in the contract. The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge " in concurrence with Finance Department of the respective division.

Annexure A

State Bank Collect

https://www.onlinesbi.com/sbcollect/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/sbcollect/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 UNDER

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.

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Annexure C

The screenshot shows the State Bank Collect website interface. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/istinstitution.htm>. The page header includes the SBI logo and "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" logo and the text "Select from PSU - PUBLIC SECTOR UNDERTAKING". A dropdown menu for "PSU - PUBLIC SECTOR UNDERTAKING Name" is open, showing "BEML LTD KGF". Below the dropdown are "Submit" and "Back" buttons. A red message box states "Mandatory fields are marked with an asterisk (*)". The footer includes "© State Bank of India", "Privacy Statement", "Disclosure", and "Terms of Use".

Annexure D

The screenshot shows the State Bank Collect website interface for payment details. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/showpaymentdetails.htm>. The page header includes the SBI logo and "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" logo and the text "BEML LTD KGF". Below this, the address "BEML SOUDHA 4TH MAIN ROAD S.R. NAGAR , BEML NAGAR KGF , BANGARAPET-563115" is displayed. The section "Provide details of payment" contains several form fields: "Select Payment Category *" (EMD/TENDER FEE KGF), "Category Name *" (empty), "Payment Mode *" (--Select Payment Mode--), "Bank Reference No *" (empty), "Transaction Date *" (empty with a calendar icon), "Amount *" (empty), "Status *" (empty), and "Name of the Company *" (empty).

2.3

Technical Bid : Qualifying Criteria

The 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		Additional Information
		Details	Value (Rs In Lakhs)	
(A1)	Earnest Money Deposit (EMD) Returnable	Rs.134000/-		(Rupees One Lakh thirty Four thousand only).
B1	NIT Acceptance Letter (For format refer Page No.30 in this document)	To be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B2	Corrigendum if any (To be down loaded from BEML website www.bemlindia.com)	All pages to be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B3	Latest three financial years or FYs 2021-22, FY 2020-21 & FY 2019-20 will be considered)	Certified by practicing CA	20.18	Scanned copy to be uploaded on SRM Platform
B4	Experience in executing Civil Engineering Works / Similar type of works completed during last 7 years, value greater than or equal to the said requirement. Enclose satisfactory work done / performance certificates (Not work orders /POS) issued by the customers.	1 Similar work of Minimum value	53.81	(a)Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (b) If the works /contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate.
		2 Similar works each of Minimum value	33.63	
		3 Similar works each of Minimum value	26.90	
B5	IT returns Filing	Latest 3 AYs (OR) for AY 2022-23 AY 2021-22 AY 2020-21		Scanned copy to be uploaded

BIDS NOT COMPLYING WILL BE REJECTED

Pre-Bid Meeting / Study

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

Officer in charge for the contract : a) In charge –Civil Maintenance, EM Division, Contact No. 08153-263864, 08153-279952.

Email : esc@beml.co.in b) In charge –Plant Maintenance, H&P Division, Contact No. 08153-279555, 08153-279557, Email : hn@beml.co.in /gsc@beml.co.in

and c) In charge – Estate Maintenance, BEML LTD., KGF, Contact No. 08153-263393, Email : esw@beml.co.in

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 i.e.,

(1) For signed & sealed tender document –FILE NAME = Tender_Doc_Signed & Sealed

(2) For Annual Turnover 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.	

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> <p>1. Vendor Code :</p> <p>2. Vendor Name :</p> <p>3. Account No :</p> <p>4. Name of the Bank : Address :</p> <p>5. IFSC Code : (Indian Financial System Code)</p> <p>6. MICR Code : (Magnetic Ink Character Code)</p> <p>7. NEFT Code : (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>		

2.5 Important Notes :

- 1. UNIT % w.r.t MES SSR 2020 only (not extended value like unit % w.r.t MES SSR2020 X qty) are to be quoted against specific BOQ items.**
- 2. UNIT % w.r.t MES SSR 2020 to be entered in the BEML SRM system, only in the 'Item Data'.**
3. UNIT % w.r.t MES SSR 2020 (excluding applicable GST are to be entered separately in Item data.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
- 7. Selection of L1 firm will be based on the least average percentage quoted for all 20 sections as per BOQ. (i.e. {"Sum [(QTY x Unit % w.r.t MES SSR 2020)]/20"}.**
8. Payment 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

Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P /R&D and township at BEML Ltd., KGF.

Note :

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

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

(c) Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Special Terms and Conditions, General Terms and Conditions, General Conditions & Revised special conditions for civil works contract (ES/Terms & Conditions/ Civil works dated 23-08-2018).

(d) Following scope of work is included to be executed all as per instructions / directions of Contract In-charge of Civil Maintenances of EM & H&P Division and Estate Maintenance.

1	The contract comprises of full, final and entire completion of “Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P /R&D and township at BEML Ltd., KGF”, all as shown in Schedule ‘A’ and as described in these particular specifications and detailed in drawings and also subject to the General & special conditions of contract. The contract shall be in force for a period of ONE YEAR from the date of acceptance of the contract.
2	This is for execution of all types of civil works as required by BEML, KGF from time to time during the pendency of the contract period - one year, costing less than Rs.3 lakh for each individual work.
3	The annual expenditure towards term contract is expected to be Rs.39.10 Lakhs for EM Division & Heavy Fabrication Unit (HFU) , Rs 10.40 Lakhs for H&P and & R&D and Rs.8.00 Lakhs for BEML township area (Value indicated is approximate / annum excluding GST).
4	Term contract will be for executing urgent civil works costing less than Rs.3 Lakhs per work.
5	Contract will be finalized with the percentage over the latest Military Engineering Services Standard Schedule of Rates (i.e., MES SSR - 2020).
6	Selection of L1 firm will be based on the least average percentage quoted for all 20 sections as per BOQ. (i.e. {“Sum [(QTY x Unit % w.r.t MES SSR 2020)]/20”} of technically accepted bids. L-1 will be considered for award of contract. Contractors may download Military engineering service (MES SSR 2020) and detailed study may please be made before submitting their offer.
7	Civil works under this term contract have to be carried out immediately as and when communicated to the contractor.

8	This contract shall include all labour, materials, tools and plants, equipment and transport which may be required in preparation for and in the full and entire execution and completion of any works, repairs, minor works, etc, including Machine foundation ordered by the Concerned Civil Departments, BEML Ltd., KGF, Estate Maintenance , BEML Ltd., KGF which shall be carried out by the contractor within the time specified in the respective work orders and as per the directions of the Contract In-charge.
9	The dates of completion given in the individual work order shall be binding on the contractor and in the event of the contractor failing to complete any work order within the time specified, compensation as stipulated in special conditions attached will be levied.
10	For items of work which cannot be priced direct from the aforesaid MES schedule, payment shall be as per General rule under section-1.11 on serial Page-25&26 of MES SSR 2020, part-II with an addition of 15% over star rates to cover all overheads and profits. All non-schedule rates shall be approved by the Accepting Officer.

4.Terms & Conditions

1	This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. 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.
2	Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for General Conditions & Revised special conditions for civil works contract.
3	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.
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 like safety belt, helmet, shoes etc., for safe & smooth approach for completion of work at heights/locations.
8	Labour deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works.
9	Contractor has to submit work certification from Civil Maintenance Departments and Estate Maintenance, BEML Ltd., KGF for processing of monthly bills and
10	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.
11	Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for their workers.
12	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.
13	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.

14	GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.
15	<p>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).</p> <p>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.</p> <p>BEML is not responsible for any type of injuries & damages and contractor/firm should take all the responsibilities.</p>
16	Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Engineer-in-charge. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.
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	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.
19	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.
20	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.
21	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.

22	Security Deposit : Security Deposit at the rate of 10% of individual work orders (including GST) will be deducted from the final bills of respective works & the same will be released after completion of defect liability period.
23	REFUND OF SECURITY DEPOSIT : Security deposits which are deducted in the final bills of individual works will be released after completion of defect liability period i.e. one year from date of completion of respective works. No interest will be paid for such deposits.
24	SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.
25	Payment shall be made against certification by Incharge of respective Civil Maintenance department for successful completion of individual works.
26	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 the Engineer-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.
27	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 the Engineer-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.
28	In the event of contract labour, the contractor is responsible for implementing the provision of the contract labour act in total and also responsible for any repression arising there from non-compliance thereof.
29	Entry and exit of workman is controlled by the security authorities of the company. Contractor should strictly adhere to the timings of entry and exit laid down by the authorities and the rate quoted is deemed to include for the same.
30	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.
31	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.
32	Due date for submission of tenders may be extended by BEML, in its sole discretion , which shall be announced as corrigendum to original NIT only at BEML Limited's website . Validity of bids submitted shall be deemed to be extended accordingly.
33	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,

33	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 renderers or any obligation to inform affected renderer, the grounds of such action.
34	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.
35	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 & also at any stage of finalization of the subject tender irrespective of 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 & will be communicated suitably. They will not be considered for any ongoing tenders even if participated till the hold is officially lifted & confirmed in writing.
36	BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.
37	BEML 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.
38	BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
39	Bid invitation / Notice Inviting Tender is not an offer or a contract.
40	Proposals become BEML's property.
41	BEML reserves the rights to: <ul style="list-style-type: none"> I. Accept or reject any or all proposals. II. Waive any anomalies in proposals through an addendum. III. Modify or cancel RFx / Tender Enquiry.
42	BEML Ltd's decision is final for evaluation of the offers.
43	Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
44	Canvassing in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.
45	In case any Person/Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court /Arbitrator or initiated litigations/arbitrations in connection with any contract /

Ref: EMCP/Term Contract 24-25 /Tender Document		Date : 25-05-2024
45	tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.	
46	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.	
47	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.	
48	Firm has to update registered GST details in BEML website & submit bid in SRM portal.	
49	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).	
50	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 15 th 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	
51	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.	
52	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.	
53	Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.	
54	Risk purchase clause : 54.1 In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.	
	54.2 For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied :	
	54.2.1 Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.	
	54.2.2 Defaulting Contractor shall be served with notice of re-purchase.	
	54.2.3 Risk purchase loss shall be recovered only after the re-purchase contract has been executed.	

55	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 like GST 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.
56	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. 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.
57	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.
58	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.
59	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.
60	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 Service/NRC that will be carried out.
61	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 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

61	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.
62	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.
63	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.
64	Drawing and Documents : Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party. 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.
65	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.
66	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.
67	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

67	services rendered correspond exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.
68	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.
69	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.
70	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.
71	<p>Integrity commitment in the execution of contracts:</p> <p>(a) Commitment by Purchaser : Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.</p> <p>(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 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.</p>
72	<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.</p> <p>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</p>

72	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 & shall reimburse Purchaser for any damages suffered as a result thereof.
73	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 –57 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.
74	Force Majeure Clause Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, 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. Party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.
75	Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage :- During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

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 / 279308

Fax : 08153 - 263274

Sub :	Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P / R&D and township at 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 % w.r.t MES SSR 2020 values are to be entered in the system against the respective item in the 'Item Data' in the system.
- (3) Unit % rates quoted should be **exclusive** of applicable GST.

Note (B) :

1. Firms have to quote **UNIT % w.r.t MES SSR 2020 only** (not extended value like unit rate in % 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 least average percentage quoted for all 20 sections as per BOQ. (i.e. {"Sum [(QTY x Unit % w.r.t MES SSR 2020)]/20"} of technically accepted bids.**
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. % value w.r.t **MES SSR 2020** quoted should be firm for the contract period of one year from the date of purchase order.
2. 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.
3. Bid should be for the complete scope of work specified.
4. % value w.r.t **MES SSR 2020** quoted shall inclusive of all expenditures.
5. For any clarifications regarding scope of work/terms and Conditions, contact Contract In-Charge Civil Maintenance departments of EM, H&P Divisions and Estate Maintenance.
6. Payment will be against certification of Civil Maintenance departments of EM Division, H&P Divisions and Estate Maintenance, BEML Ltd., KGF based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.

5.1 SCHEDULE 'A' BILL OF QUANTITIES

Sl No	Description	Qty	Unit	Unit % WRT MES SSR 2020
a	b	c	d	e
1	MES SSR 2020 Section – 2 Labour Rates	1	Job	
2	MES SSR 2020 Section – 3 Earth work	1	Job	
3	MES SSR 2020 Section – 4 Concrete	1	Job	
4	MES SSR 2020 Section – 5 Brick work(sub class 'A' Bricks)	1	Job	
5	MES SSR 2020 Section-6 Stone masonry	1	Job	
6	MES SSR 2020 Section-7 Wood work (Carpenter's work)	1	Job	
7	MES SSR 2020 Section-8 Joinery.	1	Job	
8	MES SSR 2020 Section-9 Builder's Hardware	1	Job	
9	MES SSR 2020 Section-10 Steel, Iron and Aluminum work	1	Job	
10	MES SSR 2020 Section-11 Roof covering	1	Job	
11	MES SSR 2020 Section-12 Ceiling & Linings	1	Job	
12	MES SSR 2020 Section-13 Floor finishes & Pavings	1	Job	
13	MES SSR 2020Section-14 Plastering &Pointing	1	Job	
14	MES SSR 2020 Section-15 White washing, Colour washing & Distempering	1	Job	
15	MES SSR 2020 Section-16 Glazing	1	Job	
16	MES SSR 2020 Section-17 Painting	1	Job	
17	MES SSR 2020Section-18 Water supply, plumbing, drains & sanitary Appliances	1	Job	
18	MES SSR 2020 Section-20(A) and (B) Road work, Hard standing and Pavements	1	Job	
19	MES SSR 2020 Section-21 Demolition and Dismantling	1	Job	
20	MES SSR 2020 Section-29 Rain water harvesting	1	Job	
Total		1	AU	
END OF BOQ				

Note (D) :

1. Firm has to quote Unit % only against specific BOQ items.
2. All expenditures should be considered while quoting.
3. L-1 will be based on the least average percentage quoted for all 20 sections as per BOQ. (i.e. $\{\text{Sum} [(QTY \times \text{Unit } \%)]/20\}$ of technically accepted bids. L-1 will be considered for award of contract.

Note (E) :

1. Quoted Percentage with respect to MES SSR 2020
2. Rates shall be exclusive of applicable GST & all other taxes are inclusive.
3. This is a term contract for execution of all types of civil works as required in EM Division, Heavy Fabrication Unit (HFU), H&P Division, R&D centre and Township at BEML Ltd. - KGF, from time to time during the pendency of the contract period - one year, costing less than Rs.3 lakh for each individual work.
4. **Annual expenditure towards term contract is expected to be Rs.57.60 Lakhs+18% GST.**
5. Rates indicated in MES SSR 2020 are considered as basic rate (100%) for the respective Sections/ Item no.
6. Firm has to quote for different sections as called for in the BOQ.
7. Percentage quoted by the firm will remain same for all the items under the respective section.
8. **Firm has to quote for all the sections called for in the BOQ without fail.** In case any section is omitted / not quoted the bid is liable for rejection.
9. Firm has to quote the percentage with respect to the basic rate as illustrated in the EXAMPLE attached at annexure-1.

Note (F) :

1. Contractor has to study and understand complete scope, work involved / to be carried out 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. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from Contract In-charge.
4. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, General Terms and Conditions, General Conditions & Revised special conditions for civil works contract (ES/Terms & Conditions / Civil works dated 23-08-2018).

6. Annexure -1

Example-1 :

Example No	MES SSR 2020 Section No	MES SSR 2020 Item No	Description	Unit	MES SSR 2020 Rate in Rs (considered as 100%)	Firm's desired rate in Rs	Percentage to be quoted by firm
a	b	c	d	e	f	g	$h = 100 + \left\{ \frac{(g-f)}{f} \right\} \times 100$
1	3	03006	Earthwork excavation in trenches in hard / dense soil ...	M3	675.00	700.00	103.70
2	3	03006	Earthwork excavation in trenches in hard / dense soil ...	M3	675.00	680.00	100.74
3	3	03006	Earthwork excavation in trenches in hard / dense soil ...	M3	675.00	600.00	111.11 (-)
4	10	10034	Mild steel TMT bars 10mm and above.....	KG	82.60	100.00	121.06
5	10	10034	Mild steel TMT bars 10mm and above.....	KG	82.60	90.00	108.95
6	10	10034	Mild steel TMT bars 10mm and above.....	KG	82.60	80.00	103.15 (-)

Important Note:

1. 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.

2. 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.

NIT Acceptance Letter

Ref : EMCP/Term Contract 24-25 /NAL

To : Manager - Contract Purchase

EM Division

BEML Ltd

BEML Nagar

KGF – 563 115.

Sub : NIT Acceptance Letter for Term contract for maintenance and minor works including Machine Foundation in Earth Movers factory, Heavy Fabrication Unit (HFU), H&P /R&D and township at BEML Ltd., KGF.

Ref: (1) EMCP/Term Contract/Tender Document Date : 25-05-2024
(2) Bid Invitation 6300038852

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

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

Contractor
Sign with seal

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

END OF DOCUMENT

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by BEML Ltd, KGF, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

Format for Self Certification under Preference to “MAKE IN INDIA” Policy

(To be submitted on the Bidder’s Letter Head)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time along with clarifications/amendments and other references as issued from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are supplier meeting the requirement of Minimum Local content as per below declaration. (Class -I Supplier (50%) or Class-II Supplier (20%) or Non-Local Supplier (Less than 20%)) as defined in above orders/circulars/clarifications/amendments for the services/material against Tender No _____

Details of location at which local value addition will be made is as follows:

We have also read the clarification issued vide Circular No.: P-45021/102/2019-BE-II-Part (1) (E-50310), Dtd.: 04.03.2021 and any other subsequent circular/amendment/order as issued by competent authority.

Total Value of local content addition/manufacturing for offered service is as per below declaration :

Accordingly, we declare to be (Tick One)

- | | |
|---|--------------------------|
| a. Class-I Supplier (50% or more local content) | <input type="checkbox"/> |
| b. Class-II Supplier (20% to 50% local content) | <input type="checkbox"/> |
| c. Non Local Supplier (less than 20% local content) | <input type="checkbox"/> |

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

FORMAT FOR BIDDER LEGAL & FINANCIAL STANDING CERTIFICATE

(To be submitted on the Bidder's Letter Head)

We, (Firm Name), having registered Address (Firm's address), are declaring that

1. We are not under any liquidation, court receivership or similar proceedings and we are not bankrupted.
2. We are not having any involvement in illegal activities or financial frauds.
3. There is no case with Police/court/regulatory authorities against us.
4. We have not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority
5. We have not been suspended/delisted/blacklisted by any organization on any grounds.

Authorized signatory with seal