

Subject: Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each)filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
BANGALORE COMPLEX, POST BOX : 7501,
NEW THIPPASANDRA POST,
BANGALORE-560075

1. TENDER DOCUMENT

Subject: Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each)filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

Tender Notice No	6300040011
Approx. Estimated Value	Rs 5,77,090
EMD(Earnest Money Deposit)	Rs. 17,300/- EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document Under MSE category,(valid Udyam Registration and whose credentials are validated online through Udyam Registration portal) only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
Due Date & Time for Submission of Tenders	23.10.2025 & 14:00:00
Date & Time of Opening of Technical Bid	23.10.205 & 14:30:00

Quotations are invited from reputed bidders for the subject work.

Quotations should be submitted online (E-mode) in SRM Portal in Two-Bid system as below:

- 1) Technical Bid**
- 2) Commercial Bid**

Note:

- 1) Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.
- 2) No commercial terms to be indicated in the technical bid else the offers of such bidders will be rejected and not considered for further commercial evaluation.

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NOTICE INVITING TENDER (NIT)

BRIEF ABOUT BEML:

BEML limited is a premier heavy engineering manufacturing company working in India for more than 50 years. The company is a Public Sector Schedule 'A' Company Undertaking under the Ministry of Defense, Govt of India. BEML Limited (formerly known as Bharat Earth Movers Limited) as a full-fledged corporation was established in 1964 with Bengaluru Complex as the mother unit. The Bengaluru Complex (the then Rail Coach Factory) was in existence from 1947 as a part of Aircraft Factory (currently Hindustan Aeronautics Limited). Initially, the division was manufacturing Rolling Stock producing various models of Broad-Gauge Coaches. Subsequently, over the years, the metro coaches and some of the defense products manufacture also has been added in this complex

PROPOSED WORKS:

The objective of this proposal is to solicit competitive offers for “Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each)filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

General Instructions to Bidders

The Bidders are advised to carefully go through, read and understand this tender document completely including terms and conditions, Annexures and Appendices etc. before submitting bids.

- a) This NIT is not transferable under any circumstances.
- b) All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- c) All the corresponding documents shall be attached along with the quotation/offer
- d) Late and/or incomplete tender shall not be considered.
- e) Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
- f) Bidder shall ensure that all the information & documents submitted by them are true & correct.
- g) In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
- h) In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity. The PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.

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- i) In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- j) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- k) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- l) All the documents shall be uploaded in SRM Portal.
- m) Fax/email quotations are not acceptable.
- n) BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

This tender document is available on BEML SRM e-portal (i.e <http://www.bemlindia.in/eprocurement/demo.php>), BEML website (www.bemlindia.in) & CPPP portal for downloading and study of documents. However potential bidders have to submit their bids in BEML SRM E-portal only.

Bidders willing to participate in the tender may contact through e-mail: anithak@bemltd.in , admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to anithak@bemltd.in or you may contact BEML SRM Team on phone no. 080-22963269/141 on working days from Monday to Friday

Note: To participate in this e-tender bidder should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Clarifications

A Bidder requiring any technical clarification may obtain clarification may email to shaikbasha.hs@bemltd.in & roshan.rafiullah@bemltd.in and before tender closing.

Scope of Work

Subject: Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each)filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

1. Supplying of M-sand (Plastering Dry sand) and stacking at a place shown including all lead, lift, transportation, loading and unloading at the place of Kothanur Depot etc., complete all as specified and directed by Engineer in charge Note:- The total quantity of M-sand required is 135MT (Dry weight) Unit Tonne Qty 135
2. Supplying of durable good quality double layer HDPE empty Bags weighing on a weighment scale (each 30 Kgs) and stacking at Kothanur depot as directed by Engineer-in-charge. Note:Sample of HDPE bags to be approved by BEML.Unit Nos Qty 4500
3. .Labour Charges for Filling the available dry M-sand in double Side Laminated HDPE bags including stiching the sand bags, weighing on a weighment scale (each 30 Kgs) and stacking inside Kothanur depot Etc. as directed by Engineer-in-charge.(Excluding the cost of Sand and HDPE bags) Note:- 1) Required quantity of M-Sand bags is 4500 numbers and each bag weighing 30 kg. 2) The rate is deemed to include for hiring a calibrated weighing scale for measurement and stitching machine for stictching the bags 3) The rate is deemed to include for cost of Nylon thread and labor Cost for stiching the Sand bags after filling 4) The cost is deemed to include for labour Charges for filling the M-sand into HDPE bags. 5) The rate is deemed to include for cost of additional plastic sheet to cover the stacked M-sand bags at the stored location inside Kothanur depot to avoid ingress of moisture and loss of material due to rains when stored. " Unit Nos Qty 4500
4. Labour Charges for Loading and unloading Sand bags into the train set as Specified and directed by Officer incharge 1)The Quoted rate is deemed to include for hiring a tractor/making required transportation arrangement including labor for shifting the Sand bags from stored/stacked location inside depot to the load test area(train set area)for Conducting the test. 2)Contractor may note that loading and Unloading the Sand bags into train set Would be a onetime activity. 3)Before and After the test cleaning the train set shall be the responsibility of the Contractor 4)Contractor Should take Proper Care While Loading Sand bags in the Car 5)The Quoted Rate include to Provide the tarpaulin on the floor of train sets to avoid any damages to floor due to moisture Content Unit Nos Qty 125
5. Supply and fixing heavy duty tarpaulin tripal sheet of Size 21'x15' feet Approx of flayerd 200 GSM Water Proof tarpaulin Sheet (The sheet should be tear resistant & UV resistant) to Cover and Protect the floor,Seats and the train seats etc. Unit Nos Qty 8
6. Supply and Fixing Tarpaulin Plastic tarpaulin tripal tadpatri Plastic Sheet of Six Layered of Size approx.15'x9' feet 120 GSM Water Proof Sheet (material should be tear resistant and UV resistant) to Cover M sand to avoid ingress of Moisture and Loss of Material due to rain during Storage at Kothanur depot etc. Unit Nos Qty 9

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PROCEDURE for SUBMISSION of EMD through an ONLINE EMD PAYMENT by using SBI COLLECT:

EMD: The bidders shall submit EMD along with their bids. The EMD/bid security shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque or Exemption certificate (MSE) or Bank Guarantee from any of the commercial banks or online payment in an acceptable form.

The scanned image of earnest money deposit to be uploaded online in technical bid and original one to be submitted to the address mentioned below so as to reach Latest by last date of submission superscribing the tender No & work description on envelope.

The EMD amount can be submitted in any one of following mode as detailed below:

- i. Earnest Money Deposit as specified to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favour of "BEML Limited" payable at Bangalore, from a Nationalized Bank / Scheduled Bank.
- ii. Online Payment of EMD amount can be made as mentioned below:
 - Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
 - Read the Disclaimer Clause and click on "check box" to proceed for payment against EMD and Click "Proceed".
 - In 'Select State' dropdown Option, Select "All India"
 - In 'Type of Corporate / Institution, select "PSU-Public Sector undertaking" and Click on the "Go" button.
 - In PSU-Public Sector undertaking- Name dropdown, select "BEML Limited Bangalore Complex" and Click "Submit" Button.
 - In 'Select Payment Category', dropdown option, select "EMD Tender Fee BEML Bangalore complex"
 - Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

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iii. Bidder may do the NEFT/RTGS payment to the following bank details

Account Number: 00000010918220589

Name: BHARAT EARTH MOVERS LIMITED

BRANCH: HAL (01114)

IFSC CODE: SBIN0001114

iv. Payment of EMD amount through Bank Guarantee:

An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-III having a validity period of bid validity + 45 days from the date of opening of Tender.

v. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said EMD Exemption Certificate or Online submitted acknowledgement scanned copy shall be uploaded in technical bid.

Note: The Bidders who have not uploaded proof of EMD submission in any form mentioned above along with technical bid document before closing date & time of the tender will be liable for rejection.

General Instructions with regard to EMD:

- a) Bid submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than mentioned in tender will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy for Micro and Small Enterprises (MSEs) based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

Forfeiture of Earnest Money Deposit (EMD):

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.

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- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- e) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and en-cashing of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

Details of EMD online payment acknowledgements / documents of MSE / NSIC (firms claiming EMD waiver) have to be uploaded in the technical BID and Original DD/Banker's cheque/exemption certificate has to be submitted to below mentioned address on or before tender closing date and time.

The Assistant General Manager (Tender section)
BEML LIMITED.,
Bangalore Complex
New Thippasandra Post
Bangalore – 560 075
Karnataka, India

Note: Demand Draft / Bankers cheque / Pay Order /bank guarantee/exemption certificate should reach the above-mentioned address on or before the last/extended date& time of submission for tender, failing which tender will not be considered. Any postal delay or any other reasons what so ever may be will not be considered. The tender will be liable for rejection.

2A) INSTRUCTION for SUBMISSION of TECHNICAL BID:

The Technical Bid document should be uploaded in SRM portal as technical bid at 'RFX Information -----> Notes and Attachments' ☐ C folder attachments.

2A.1. The Technical Bid should be submitted in (E-mode) in SRM Portal only.

2A.2. The following Technical Bid documents should be uploaded in SRM Portal

- (i) Completely filled Signed Technical Bid

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- (ii) Signed copy of Entire Tender Documents as acceptance of terms & Conditions
- (iii) All supporting documents as stated in Technical Bid

2B) INSTRUCTION for SUBMISSION of COMMERCIAL BID:

2B.1) Duly filled Bill of Quantities should be uploaded in SRM portal at ‘Notes and Attachments’ in header level.

2B.2) Price Details: Please quote the **Lump Sum Rate in ‘Price Conditions’** in SRM system. The price details **should not be given** in technical bid. **If the firm has given any price details in the technical bid, their offer is liable for rejection. Price details sent through Manual mode/Fax/E-mail mode will lead to rejection of the Bid.**

2B.3) The Contractor is required to write rate in figures as well as in words. In case of any discrepancy between the two, those written in words shall take precedence.

2B.4) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Contractor shall be regarded as firm and the extension shall be amended on the basis of the rate.

2B.5) Commercial bids of only technically qualified Bidders / Contractors will be opened after evaluation of the Technical Bids received.

3.1) Kindly do not send any Technical bid & commercial bid documents along with pre-qualification bid (EMD details / NSIC/MSME CERTIFICATE/ PEMD HOLDER details in firm letter head). If any commercial/Price detail is received along with the pre-qualification bid / Technical Bid, their offer is liable for rejection.

3.2) The offers of the Contractor/Bidder who have not submitted EMD (Earnest Money Deposit) / NSIC/ MSME CERTIFICATE for EMD WAIVER before the Tender closing date & time of the tender will be summarily rejected. The offers of the Bidders who have submitted EMD in the form other than the specified in the tender document will also be rejected.

3.3) EMD of successful bidder shall be converted into Security deposit. EMD of unsuccessful bidder will be returned within reasonable time. The EMD amount shall not carry any interest.

3.4) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and encashing of Performance Bank Guarantee.

4) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per “Public Procurement Policy for Micro and Small Enterprises (MSEs) based on submission of necessary

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supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

5) GENERAL INSTRUCTION for TENDER:

- 5.1) The Bidder is advised to carefully go through the terms & conditions of tender before submitting the Quotation.
- 5.2) This tender form is not transferable under any circumstance.
- 5.3) BEML is not obligated to contract for any of the works / services described in the Tender.
- 5.4) The Tender Enquiry is not an offer or a contract.
- 5.5) Proposals once offered to BEML Ltd shall become BEML's property.
- 5.6) Bidders will not be compensated or reimbursed for costs incurred in preparing Proposals.
- 5.7) BEML reserves the rights to:
 - I. Accept or reject any or all proposals without assigning any reason
 - II. Waive any anomalies in proposals through an addendum
 - III. Modify or cancel the Tender Enquiry
- 5.8) BEML decision is final on evaluation of the offer and binding on the bidders. Conditional and Incomplete offers will be rejected.
- 5.9) Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only.
- 5.10) Unsolicited letters/canvassing/post tender corrections canvassing by Bidders in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for rejection.
- 5.11) Validity of the offer: Validity period of the offer is 120 days (One hundred and Twenty days) from the date of opening of the Tender.

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ELIGIBILITY CRITERIA

Intending Bidder/Contractor who meets the following eligibility criteria may apply for the tender

1	Financial Turnover of the Bidder	The Bidder should have an average financial turnover of at least Rs.1,73,000.00 during the last 3 years.
2	GST Registration	The firm should be a registered contractor under GST. The tenderer should quote their GST Number.
3	Work Experience	<p>Contractor(s) should have experience of having successfully completed similar jobs (M-sand) during the last 7 years ending last day of the Month previous to the one in which this tender notice/enquiry is invited and should be either of the following:</p> <p>(Copy of the Satisfactory performance/completion certificates to be enclosed)</p> <p>i) One similar completed work costing not less than Rs. Rs 4,61,600.00 (i.e. One single work of the mentioned value should have been executed/completed)</p> <p>OR</p> <p>ii) Two similar completed works, each work costing not less than Rs.2,88,500.00 should have been executed/completed</p> <p>OR</p> <p>iii) Three similar completed works, each work costing not less than Rs.2,30,000.00 should have been executed/completed.</p> <p>(Note: In case of experience certificates obtained from Private Organizations, the same shall be supported with TDS certificate by the contractor)</p>
4	Statutory Requirements of the Bidder	The Bidders should have ESI & PF code numbers of their own and fulfill all statutory requirements as applicable to Contract Labourers. Copies of ESI & PF Registration certificates (OR) copies of Latest Challans (not older than 3 months from the Tender date) of ESI & PF remittances is MUST and to be enclosed in the Technical Bid.

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5	EMD	<p>EMD amount of Rs. 17,300.00 (on line payment as specified in the tender document) should be submitted before the Tender closing Date & closing Time in E-Mode. Non-submission / Late submission of EMD will result in rejection of the Technical Bids.</p> <p>Non-submission MSME Registration Certificate having proper validity for EMD waiver will result in rejection of the Technical Bids.</p>
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If the bidders are not meeting our eligibility criteria (or) if the bidder has not provided any supporting documents wherever called for against the eligibility criteria, the offer is liable to be rejected. BEML Ltd reserves the right to accept or reject any or all proposals without assigning any reason.

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TECHNICAL BID (MANDATORY)

Sl. No	Particulars	Details (To be filled by the Bidder)
1.	Contractor Name & Address details Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
2.	Contractor(s) should have experience of having successfully completed similar jobs (M-sand) during last 7 years in any of the industries not less than value of the contract as described below. (copy of the Satisfactory performance / completion certificates to be enclosed /submitted in Technical Bid) (Please write the work order number, value of the order, Customer name of Work order in the “Details” column against the respective row below)	
2.(A)	i) One work order completed valued not less than Rs 4,61,600.00 per order in last 5 years. (i.e One work order should be executed / completed by the contractor to the above value)	1) Customer Name: 2) Order ref & Date: 3)Contract Value:
		4)Contract Period:
	OR	4) <u>Performance certificate ref & Date:</u>
	(ii) Two work orders completed valued not less than Rs. 2,88,500.00 per order in last 5 years (i.e Two work orders should be executed/completed by the contractor to the above value)	1) Customer Name: 2) Order ref & Date: 3)Contract Value:
		4)Contract Period:
2.(B)		5) Performance certificate ref & Date:

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		1) Customer Name:
		2) Order ref & Date:
		3)Contract Value:
		4)Contract Period:
		5) Performance certificate ref & Date:
	(iii) Three work orders completed valued not less than Rs. 2,30,000.00 per order in last 5 years (i.e Three work orders should be executed/completed by the contractor to the above value)	1) Customer Name: 2) Order ref & Date: 3)Contract Value: 4)Contract Period:
2.(C)		5) Performance certificate ref & Date
		1) Customer Name: 2) Order ref & Date: 3) Contract Value: 4) Contract Period: 5) Performance certificate ref & Date
	Confirmation of submission of the satisfactory performance certificates along with respective works orders/Agreement in Technical Bid	SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
2(D)	If the Bidder is an empanelled Civil Contractor of BEML Ltd, declaration in Contractor's Letter Head to be given with the works value for which the Contractor is empanelled (OR) copy of Enlistment Letter from BEML Ltd, BEML Soudha, S.R.Nagar, Bangalore-27 to be enclosed	SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
2(E)		

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3.	Indicate your ESI code Number (Please write ESI code Number, region) (Please upload the copy of the ESI certificate/ copy of latest remittance challan not older than 3 months from the Tender date in Technical Bid)	ESI Code : Region : <div style="text-align: center;"> SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate) </div>
4.	Indicate your EPF code Number. (Please write EPF code Number, region) (Please upload the copy of the EPF certificate/ copy of latest remittance challan not older than 3 months from the Tender date in Technical Bid)	EPF Code: Region : <div style="text-align: center;"> SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate) </div>
5A.	Financial Turn Over of the Bidder during the last 03 Years ending 31 st March - 2025. (Please write the Financial turnover details during last 03 years)	a) 2022-23: b) 2023-24: c) 2024-25:
	(Please upload the financial Turn Over- Audited P&L account, balance sheet during last 03 years in Technical Bid)	<div style="text-align: center;"> SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate) </div>
	GST Registration - The firm should be a registered contractor under GST. The tenderer should quote their GST Number.	GST Registration Number:
5B.	(Please write the GST Registration number) (Please upload the GST Registration copy in Technical Bid)	<div style="text-align: center;"> SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate) </div>

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6.	Submission of details of EMD amount of Rs.17,300.00 is a MUST (Please tick “Submitted” or “Not submitted”)	Online Payment Details as specified in the tender document to be indicated SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
6.(A)	NSIC/MSME Registration Certificate (Kindly enclose NSIC Registration Certificate for Micro & Small Enterprise (MSE) for Waiver of EMD) Submission of NSIC/MSME Registration Certificate is a MUST for Micro & Small Enterprise (MSE) for Waiver of EMD.	NSIC Registration Number: Validity of the Certificate: SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)

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ANNEXURE-A

(INFORMATION & DECLARATION by the BIDDER)

Sl.No	Particulars	Details (To be filled by the Bidder)
01.	Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
02.	Address of the official premises of the Bidder (Please write the Address of the official premises of the Bidder)	
03.	Contact Person Name : Telephone / Mobile number of the Bidder : Valid E-mail ID : (Please write the Telephone/Mobile number, valid E-mail of the Bidder)	
04	Income Tax PAN Number : (Kindly submit copy of Income Tax PAN Number)	SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
05	Indicate your Labour License details. (Please write Labour License details) (Please submit the copy of the Labour License in Technical Bid)	Labour License details : Issuing Authority : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)

I / We certify that to the best of my / our knowledge the particulars / information / Documents furnished above and in this Tender are true. If any of the above information/ Documents furnished is found to be false or wrong , we understand and agree that the Contract will be terminated immediately and EMD amount & Security deposit (Bank Guarantee) will be forfeited. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Subject: Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each)filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

Annexure-B

STATUTORY REQUIREMENTS CLAUSE:

1. The Contractor shall abide by the provisions of Factories Act, Karnataka Factories Rules, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation and abolition) ESI Act, EPF Act. The Contractor shall fulfill all the obligations, statutory requirements stated in the above Acts and Rules in maintenance of Statutory Register, providing safety personal protective equipments to the labours and conducting medical examination wherever work warrants. Violations of the provisions of the Acts and Rules or any other labour enactments, the Contractor will be held responsible for any loss/ expenditure that may be incurred and the same may be recovered from the Contractor's bill.
2. **The contractor shall take all safety precautions and provide adequate supervision by the competent persons in order to do the job safely and without damage to equipment.**
3. The Head of the Department (GM/DGM/AGM) awarding the contract or the Occupier/Factory Manager/Safety Officer upon his satisfaction that the contractor is not performing to the statutory requirements may direct, stoppage of work till the statutory obligations are met or terminate the contract.
4. The contracting department would take necessary shutdown wherever there are hazards of gases, electricity, work at height, confined space, moving machinery etc. The Contractor shall ensure that the shutdown/clearance are taken in writing on daily basis if the works prolongs for more than a day **before sending workers to such locations. Appropriate work permits Type I to III enclosed.**
5. The contractor shall supply safety appliances like personal protective equipments safety shoe (men and women), respirators, safety belt, face shield, earplug, helmets, gloves etc. to his workers depending on working conditions as advised and approved by safety department.

(1) Industrial Safety shoe	}	
(2) Industrial Helmet	}	
(3) Respirator	}	Period of renewal of
(4) Hand gloves	}	PPE's appropriate to
(5) Plain safety glass	}	nature of job engaged
(6) Ear plug	}	
(7) Body apron	}	

In the event of default to issue any of the safety apparels that are required, the

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administration is at liberty to provide the same to the labourers at the contractor's cost

6. The contractor shall be fully responsible for accidents caused due to his or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements, adequate supervision and shall be liable to pay compensation for injuries. If any labourers are injured, the contractor should immediately arrange for FIRST AID and further make arrangements for medical treatment by registered Medical practitioner at his own cost. If the contractor fails to arrange medical assistance, the case will be referred to Medical authorities and the treatment cost will be recovered from the bills due to the contractor.
7. The contractor is solely responsible for safety and security of persons engaged by him and he should provide adequate safety guard, safety net, working platform, safety belt, crawler boards in the case of fragile roof etc. required while executing overhead works at great height. Only experienced persons free from Acrophobia should be allowed to do overhead works. Any compensation due to be paid as per the recommendations of the Inspector of Factories / Labour Tribunal will have to be paid by the contractor and the administration reserves the right to withhold the routine amount to meet such eventualities for all the items of works carried out in BEML Limited.
8. The contractor shall not employ women labourers on job which are hazardous and connected to manufacturing process and shall not make them to work between 7 PM to 8AM. The contractor shall not employ any child labour.
9. No overhead works shall be carried out without taking adequate safety measures. The overhead works along the crane girders are not permitted until a shutdown statement is obtained in writing (appropriate work permit) from the Maint.(Elec & Mech) of Works-in-Charge before allowing the labourers to go on top of crane girders. Similarly for the works of overhead cleaning, replacing of roof sheets, North light glass panel, roof gutter cleaning, painting etc., clearance (work permit) from civil construction & maintenance is a must.
10. The contractor has to enclose a certificate from Safety Dept indicating satisfactory compliance to safety norms / statutory requirements, similarly as the case of compliance of ESI & PF returns from Welfare dept while submitting the bills, without which payment will not be processed or released.
11. Without any prejudice to the right conferred by the Clause 3.0 above for stoppage of work for violating of statutory requirements, the contractor shall be liable to pay penalty upto Rs.2000/-
12. All the Contract Labourers working in BEML Ltd premises should be covered under ESI & PF.

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Without ESI & PF, workers shall not be allowed to enter the factory premises.

13. Contractor shall arrange to get appropriate work permit (Type I – III) to their workers, for carrying out the job in plant area.
14. It shall be the responsibility of contractor to provide personal protective equipments to their labourers in the absence of PPE's the worker shall not be allowed to enter the factory premises.
15. The contractor shall maintain the Statutory Records such as:-
 - 15.1) F-11 -Adult worker Register
 - 15.2) F-14 -Register of leave with wages.
 - 15.3) F-22 -Payment of wages Register & Issue of PPEs to the labourer.
 - 15.4) F-IV -O.T. Register
 - 15.5) F-23 -Accidents Register.
 - 15.5) ESI/PF Remittance voucher receipts, wages slip
 - 15.6) F-I (R-22)(4) -Fines Register
 - 15.7) F-II (R-22(4) -Deduction Register
 - 12.8) F-III (R-18) -Advance Register and leave card
 - 15.9) Leave cards and such records shall be subjected for scrutiny by BEML officials and enforcement authorities as and when demanded.
16. Contractor should arrange medical examination to their workers, those working in hazardous area, through certifying surgeon.
17. The successful contractor will obtain appropriate work permit (Type I III) in the prescribed format from the Department-in-charge who assigns the work from BEML side before commencement of the work.
18. The successful contractor shall give an undertaking in the format 'WORK CLEARANCE FORM FOR CONTRACTORS' and commence the work. Daily after clearance by all concerned as indicated in the format.

SIGNATURE OF THE CONTRACTOR / TENDERER

ADDRESS:

Subject: Supply of M-Sand, Supply of HDPE empty bags of (30kg capacity each) filling in bags, stitching, stacking, loading and unloading sand bags in train sets for 5RS-DM Project of BMRCL for type test at Kothanur Depot, Bangalore.

DATE:

WORK CLEARANCE FORM FOR CONTRACTORS:

01. Name of the Contractor / Firm with Address :
 02. Engaged by which department :
 03. Name of the Representative / :
Supervisor of the contractor
Supervising the job
 04. Precise nature of work to be :
Carried out and work order reference
 05. Precise location of work :
 06. Proposed day and time of :
Commencement of work
 07. Expected number of days :
Required for the work
 08. Whether the contractor's workers are to be :
Engaged in I/II/III/ shifts and
number of labourers engaged
- A. I accept responsibility of ensuring that all labourers under my control shall observe the statutory safety requirement and follow the safety instructions

DATE:

SIGNATURE OF THE CONTRACTOR/TENDERER

TIME:

ADDRESS:

=====

=====

B. (Certificate to be given by the engaging department)

Certified that the contractor has been engaged by us for the work described above

Signature

Date

Departmental in-charge

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Time:

SHOP/SECTION

=====

C. (Certificate to be given by the department/section where work is to be carried out) You are authorized to carry out the work described below

Signature:

Department-in-charge

SHOP/SECTION

Date:

Time :

=====

NOTE : 01. This form shall be filled in triplicate by the contractor for records of :

- (i) Department engaging the contractor
- (ii) Department / section granting clearance
- (iii) Contractor

02. These certificates are not a substitute for the electrical permits and do not give permission to use naked lights or work in gas hazardous areas or enter closed vessels, confined space entry, which shall be taken separately where required.

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WORK PERMIT (TYPE-I)

PERMIT TO WORK ON EQUIPMENTS:

A. For person taking shutdown:

(i) Equipment on which shutdown is required:

(ii) Approximate time of shutdown fromto.....Hrs.

(iii) Name of the person taking shutdown

Signature:

Name:

Designation:

Date:

Shop / Section

Time:

=====

B. For person giving shutdown to write “Yes” or “NO” or “Not” – required:

a) Have caution tags been hung on switches :

b) Have fuses been removed? :

c) Has earthings been done? :

d) Have hydraulic/air/gas/pressure
: valves been closed or de-energized?

e) Has emergency key been put in locked
position.

f) Any other precaution taken? :

Signature:

Name:

Designation:

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Date:

Shop / Section

Time:

=====

C. Persons for taking shutdown (as in 'A')

The above shutdown job is over and equipment is safe for starting

Signature :

Name :

Designation :

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Date:

Shop / Section

Time:

TYPE-II

WORK PERMIT FOR CONTRACTOR LABOURS WORKING AT HEIGHT & EOT CRANE GANTRY

1. We propose to work for EOT Crane Gantry at height from.....Hrs. to Hrs.
2. The workers have been provided with necessary safety apparels (PPEs) required for working at height
3. All the contract labourer required to work at height have been counseled on safety aspects as provided in Dos and Don'ts (See at overleaf).
4. Permission may kindly be granted to start work. I fully understood the statutory requirements as stipulated in the contract.
5. The brief description of work and location.
Name & Address of the Contractor and labourer deputed to work.

SIGNATURE OF THE CONTRACTOR/TENDERER

Permitted / Not Permitted

Signature of Shop/Section-in-Charge

Date:

Time:

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ANNEXURE-C

SAFETY ASPECTS - DOs AND DON'Ts FOR CONTRACTORS **WORKING AT HEIGHT ABOVE 3MTS FROM THE GROUND**

Dos

1. In consultation with department staff, first find out what actually is required to be done at height
2. Assess the quantum of work involved and time required to complete the same
3. Persons who are well familiar with these types of jobs are to be identified and engaged till the completion of work.
4. Before using safety appliances such as Ladder to reach the height, scaffolding safety net, crawling board, duck ladders, Safety Belts etc. should be suitable & sufficient and thoroughly checked before they are used for the works.
5. It should be ensured that each contractor's man is covered under the EPF, ESI Scheme.
6. Always use the Safety Appliances when at work. The workman should be detailed about the consequences if they fail to use the safety appliances.
7. Preferably the roof work should be done between 9.00 Hrs. to 18.00 Hrs. only on working days. During raining seasons not to venture work due to slippery surfaces and dampness.
8. The laborer should use safety helmets with ISI Mark.
9. Each day's work should be known in advance to the client & department staff to assess the position and also to know what is below the roof in that area, so that the people working underneath are also informed about the same.
10. Wherever possible, safety nets should be provided immediately below the area of working by way of abundant precaution.
11. The basis overall responsibility of the workers rests with the contractor himself. Please take utmost care over the life of working workers by taking utmost precaution on safety aspects.
12. Preferably nobody should work in the lunch hours.

DON'Ts

1. Do not allow any worker to do works at height if he has no experience.
2. Do not walk on the old sheets or on the Asbestos sheets when they are wet due to rains and aging (fragile).
3. Do not work beyond the working timings as specified unless otherwise authorized.
4. Do not start the work or continue the same in the absence of the Departmental Supervisor.
5. Do not ask the workman to start the work if he is not wearing helmets, required guards, safety belts and other safety equipments required for carrying out the job.
6. Workers under the influence of alcoholic addiction will not be allowed to work inside the site.
7. The workers suffering from Hypertension, diabetes and physically impaired are not allowed to

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work at altitudes.

8. No worker is allowed to work on the scaffolding while it is moving.

TYPE-III

GENERAL WORK PERMIT FOR CONTRACTOR TO WORK ON SHOP FLOOR
(WORKING AT HEIGHT & EOT CRANE GANTRY IS
EXCLUDED)

A.

1. Name of the Contractor / Firm :
2. Contract executing authority :
3. Name of the Representative /

: Supervisor of the contractor

Supervising the job

4. No. of workmen proposed to be

: engaged

5. The nature of work proposed

: To be engaged

6. Area / location of work to be

: Carried out

7. Date & time of Commencement :

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8. Date & time of completion :
9. Safety apparels (PPEs) provided : Helmet; Shoe; Goggle;
Safety net; (Tick appropriate) Respirator; Safety Belt;
Hand Gloves; Apron; Earplug

I fully understood the statutory requirements stipulated in the Contract and certify to ensure the safety of my labourers in all respects as per BEML requirements.

Date & Time

Signature of Contractor

=====

===== B

The information furnished by Contractor / Representative of the contractor has been verified and contractor is permitted to work from..... to (days). All safety precautions required by the Administration to facilitate safe working of contract personnel have been taken to the extent perceived.

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Date & Time

Shop / Section incharge

=====

WORK COMPLETION REPORT

C It is certified that the assigned contract work has been completed at _____hrs on __.

Request to restore the normal working.

Accepted / Not accepted

Contractor / Representative

Shop / Section Incharge

=====

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ANNEXURE – D

TERMS AND CONDITIONS OF THE CONTRACT

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

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the “ Bill of Quantities /Scope of the contract ” of General Specifications. 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.

1. DAMAGES FOR DELAYS IN THE PERFORMANCE OF THE CONTRACT

In case the Contractor fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non-tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- a) where the contractor fails to complete the work within the stipulated time;
- b) where the extension of time is granted with levy of LD;
- c) Where extension of time is granted without levy of LD but the contractor has failed to complete the work within the extended period.

The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the contractor under this or any other contract/s awarded by the Company.

In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorized person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Contractor concerned.

2. EXTENSION OF TIME

The time allowed to complete the work is **2 Months**. For all contracts awarded, time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the contractor. Where the delay is due to default of the contractor, and if there is no financial

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loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

Where the delay is due to default of the contractor, and if there is a financial loss due to such delay, the extension of time requires the approval of CMD. In the absence of CMD's approval, Liquidated Damages for delay in completion of the work shall become enforceable.

Where the delay is not due to default of the contractor, for example: -

- a) not providing clear work front to the contractor by the Company,
- b) Company's delay in decision making for changes relating to original work., etc necessary extension of time shall be granted with the approval of Competent Authority, as per DoP without sanctioning escalation claimed by the contractor except statutory levies.

Extension of time when granted with the approval of the Competent Authority as per Company's Delegation of Powers shall have the effect of rendering the clause 'Liquidated Damages for delay in completion work' inoperative upto the period of extension of time so granted unless otherwise specifically stated.

3. SECURITY DEPOSIT:

The successful tenderer shall be required to furnish security deposit for the fulfilment of contract and amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

The contractor shall choose any one of the following options for payment of security deposit in writing as under:

- (i) The contractor shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
- (ii) ePBG should be equivalent to the amount of Security Deposit, BG should be valid upto 2 months after expiry of the contract period (i.e, Contract period-1 year + Claim period of 2 months) ePBG should be in E-mode through NeSL portal.
- (iii) Security Deposit amount shall be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the contractor to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the contractor by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions.

4. REFUND OF SECURITY DEPOSIT:

On Completion of the contract based on the recommendation of the concerned-in-charge (i.e., user department), the security deposit and EMD (if any) will be released to the contractor

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within three months (03) after expiring of the contract period subject to fulfilment of contractual obligation by the contractor.

5. DEFECT LIABILITY PERIOD:

The period of maintenance for the subject work shall be ONE YEAR. During this period, the contractor shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work come to the notice, the Chief Engineer shall inform the contractor, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at his risk and expense as per the conditions of the contract.

If the contractor does not attend to the rectifications in spite of repeated requests, the Company shall proceed at his risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting contractor. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

Even after such adjustments, the amount available is insufficient to cover the expenses in full, the Company reserves the right to take legal course of action to recover such unadjusted amount.

6. CONTRACTORS LIABILITY AND INSURANCE:

From commencement to completion of the works, the contractor shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that shall happen to the works or any part thereof.

In addition, the contractor shall indemnify and keep the Company indemnified against all losses and claims for injuries or damages to any person or any property whatsoever which shall arise out of or in consequence of the construction works. For this purpose, the contractor shall take an insurance policy-"contractor all risks insurance"- to cover the risks, as per the Conditions of the Contract. The insurance policy has to be kept valid till the work is completed and the possession handed over to the Company. The policy shall be taken at his cost showing the Company as the 'principal' to simplify the work in the matter of raising claims and settlement thereof.

7. FORE-CLOSURE OF CONTRACT:

The tender documents shall provide a clause to the effect that at any time after acceptance of the tender, the Company can decide to abandon or reduce the scope of work for any reason whatsoever, the Chief Engineer shall give notice in writing to that effect to the contractor. The compensation, if any, payable for such foreclosure of work shall be discussed mutually between the Company and the contractor and settled after taking into consideration the loss suffered by the contractor on account of foreclosure of the contract. The contractor shall have no claim for any compensation whatsoever on account of any profit or advantage which he might have derived consequent to foreclosure of the whole or part of the works. The Company shall have the option to

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take over the contractor's materials or any part thereof, either brought to the site. The amount of compensation payable to the contractor due to foreclosure shall be decided by the authority one level above the level of the authority competent to award the contract, or by the CMD.

8. RUNNING ACCOUNT REMITTANCE: (RAR)

During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge nominated by Chief Engineer who shall certify the rate and quantity as per the MB and prepare a statement showing the description and quantity for which he recommends payment. 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.

Due to technical reasons, where pro-rata payments on stage-wise progress of work is considered necessary though not specified in the contract, the Chief Engineer with the approval of competent authority, shall decide the number/type of stages correlating with the bill of quantities and submit a statement showing the stage-wise break-up of the contract value indicating work progress details including percentage of completion, cost, and remarks, if any, of the Engineer-in-charge/Officer-in-charge with a copy to Accounts in the respective Division for regulating the quantity and payment. This shall form the basis for the Engineer-in-charge/Officer-in-charge to prepare a bill for actual progress of work. The basis as decided above shall uniformly be adopted for regulating all RAR payments till the final bill is submitted.

However, in respect of hidden works, recording of measurements in MB shall invariably be made then and there and the MB produced to Accounts at the time of RAR payment.

9. PRE-FINAL RARs

Pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MBs by the Engineer-in-charge/Officer-in-charge designated by Chief Engineer duly accepted by the contractor.

Prefinal RAR shall be sent to the Accounts Department by the Engineer-in charge/ Officer-in-charge only after Technical check of the measurements and endorsement in the MBs by the Chief Engineer.

The Engineer-in-charge/Officer-in-charge shall recommend for payment not exceeding 90% of the value of work completed with due adjustments for recoveries and RAR payments (including Material advance if any) effected so far against the contract.

Such bills shall be paid within 2 weeks from the date of their receipt in the Finance Department after scrutiny and check for the correctness of the bill duly linking up with the MBs. The recommendation of Pre-final RAR is based on the discretion of the Chief Engineer on case to case basis.

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9. FINAL BILL

No Escalation Claim: While quoting the rates, the tenderer is advised to consider all factors in the market rates etc, no claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

On completion of the work 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 that the claim is in order.

The Engineer-in-charge/Officer-in-charge has to certify in the work Completion certificate, that the work is executed in conformity with the contract specification and other conditions.

The final bill duly checked and coordinated by the Engineer-in-charge/Officer-in-charge shall be sent to the Finance Department through Officer In-charge/Civil Maintenance department along with the documents stated above.

10. SAFETY PRECAUTION

The contractor is to take all safety precautions/measures all as required/prescribed by the Chief Inspector of Factories, in connection with the execution of work.

11. ACCIDENTAL DAMAGES

The contractor is solely responsible for making good the damages occurring on account of any possible accident to his Labour due to his failure to take safety measures.

(a) shall be affected from the contractor's bill towards (irrespective of the quantity of water consumed) at 455Litres per bag of cement used.

(b) In case the contractor does not draw / consume water from company source supply or makes his own arrangements by way of bringing the water Tanker / bore well making for water required for the works then no recovery shall be affected from the contractor's bill towards water required for the work. This should be certified by Officer in charge.

12. TAXES & DUTIES APPLICABLE

The tenderer should be a Registered contractor under GST. The basic price and applicable tax should be quoted separately in the BOQ. The tenderer should quote their GST number. TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered as applicable.

13. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work may be provided at a nearest available point by BEML on request based on availability at free of cost. Contractor to note this aspect while quoting the rates. However contractor has to make his own arrangement to work during power failures/non availability. Non availability of power will not be a reason for delay in works.

14. LABOUR ACTS

The contractor shall employ labour in sufficient number to achieve the required rate of progress and quality to ensure best workmanship of the degree required under various

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specifications and to the satisfaction of Engineer- in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Payment of Wages Act – 1936, Employees Liability Act 1933, workmen's compensation Act 1923, ESI Act 1943 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount concerned and remit the same to the authorities concerned such payment shall be binding on the contractor.

- a) In the event of contract labour, the contractor is responsible for implementing the provision of the contract Labour act in Toto and also responsible for any repression arising there from non-compliance thereof.
- b) The contractor should quote their organization/code number for the registration with ESI/PF authorities.
- c) BEML shall arrange to recover from the contractor's bill requisite amount of both employees and employers contribution for both ESI & PF calculated on the basis of 25.36% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account production of requisite documentary evidence supporting payment of ESI/PF authorities, supported by the acquaintance rolls, the amount earlier recovered from contractors bill shall be paid duly adjusted the short fall in remittance if any.
- d) In the event of any accident/injury/disablement, contractor should arrange to pay the requisite compensation legally payable to the concerned employees/Dependants and also indemnify to BEML in case any claim arising there for later.
- e) Contractors should employ only ESI Registered workmen on any item of work. If contractor have workmen who have not been registered under ESI, they should ensure that workers have been duly registered before employing them in work,
- f) 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 contractors.
- g) Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes, and produce them for verification as and when called for by company inspecting authorities.

Contract labour (Regulation and abolition) Act, 1970 under section-12 and rule 21 prescribes that every contractors who employ labour for executing contract works, should obtain license from labour authorities to carry out any works, contract, so that the labourer 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.

15. **DISPUTE RESOLUTION AND JURISDICTION:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be

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conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract.

In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge.

The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.