

**ANNEXURE-1 CHECKLIST**  
(To be filled by the bidder and submit along with the Part-A bid)

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Confirmatio n Y/N
<b>Part-A ( Pre-Qualification)</b>			
<b>Technical Bid - through e-mode SRM portal</b>			
1	Earnest Money Deposit (EMD)	Original to be submitted <b>on or before closing date of tender</b> . In case of online EMD amount transfer, proof of payment transaction details as to be submitted <b>on or before closing date of tender</b>	
2	Bid form	Annexure-2	
3	General Declaration Certificate	Annexure-3	
4	Financial Capacity of Bidders	Annexure-4	
5	Power of Attorney	Annexure-5	
6	Solvency Certificate	Annexure-17	
7	Integrity Pact Agreement	Annexure-6 & Annexure-J1  Original to be submitted <b>on or before closing date of tender</b>	
8	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-7	
9	Compulsory site visit certificate issued by BEML	Annexure-8	
<b>PART-A1</b>			
<b>Technical Bid-through e-mode SRM portal</b>			Confirmation Y/N
1	COMPLIANCE REPORT OF GENERAL CONDITIONS OF CONTRACT (GCC)	APPENDIX – A	
2	Average Annual Turnover	Annexure-4	
3	No. of Works under taken from last 7 years	Annexure-18 to 18E	

4	Non-Disclosure Agreement	Annexure-22	
5	Contact Details of Bidder	Annexure-12	
6	NO-CONVICTION CERTIFICATE	Annexure-13	
7	NO BLACK LISTED/BANNING CERTIFICATE	Annexure-13A	
8	Certificates Copies to be submitted: I. Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration	Certificates Copies to be submitted	
9	FORMAT FOR PERFORMANCE BANK GUARANTEE	Annexure-23	
10	CONTRACT AGREEMENT	Annexure-24	
11	CHECK LIST ON PREPARATION OF BIDS	Annexure-25	

12	Confirm that all page's subsequent clarifications/ corrigendum are signed, dated & stamped and to be uploaded in SRM portal	Bidder to Confirm	
13	Part-A & Part A1 to be submitted in e-mode SRM portal.	Bidder to Confirm	
14	Part-A & Part A1 bid is accompanied by an unpriced price schedule and does not contain any financial bid information	Bidder to Confirm	
15	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to Confirm	

**Part- B**

**Financial Bid – Through e-mode SRM Portal**

	Price schedule	As per tender	
1	Price bid to be quoted in SRM portal only	Bidder to confirm	Price bid to be quoted in SRM portal only
2	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	

Place & date

Signature & seal of the Authorized Signatory

## **ANNEXURE-2**

### **BID FORM**

(To be typed in the letterhead of the bidder)

To,

(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/ Madam,

Having examined the RFQ No.6300040354 we, the undersigned, hereby offer to provide Construction services in conformity with the terms and conditions of Tender Document.

We are Submitting Technical bid, (Part-A & A1) and Financial Bid (Part-B) through e-mode SRM portal with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the Financial Bid and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document.

Should our offer be accepted by BEML for Award, we further agree to furnish Performance Bank Guarantee (PBG) (10% of Contract Value) for the work as provided terms and conditions of Tender Document within the stipulated time as indicated by BEML.

We further agree to execute all the works referred to in the said Request for Quotation upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Until a formal contract is prepared and executed, this bid, together with your LOI/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory

### ANNEXURE-3

#### GENERAL DECLARATION CERTIFICATE

To,  
(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/Madam,

Sub: Declaration by the authorized signatory Ref:

Tender Ref No: 6300040354 Dated 10.02.2026

I, [•] hereby certify that all the information and data furnished with regard to this RFQ Tender Ref. No. 6300040534 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by BEML.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BEML shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of BEML.

We hereby declare that we have not been placed on any holiday list or blacklist declared by BEML or its Administrative Ministry (Ministry of Defence)/ Central /State Govt. Dept. /Autonomous Institution / PSUs in India.

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory



## ANNEXURE-5

### POWER OF ATTORNEY

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarized)

Know all men by these presents, that I/We -----(name of the firm/consortium members and address of registered office) do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s BEML Limited,

BEML Rail, Plant, Bhopal, ZONE-1 M.P. Nagar, Bhopal- 462011, M.P. in connection with [•] vide Tender Ref No. 6300040354 dated :10.02.2026

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as maybe lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

In witness where of the common seal of the company has been here unto affixed in the manner hereinafter appearing on the document.

Place & date

Witness

Signature of Mr/Ms

(Attorney)

Notary public

**Attested by: CEO/MD**

## Annexure-6

*(To be executed on plain paper and applicable for all tenders of value 1 Crore and above)*

### INTEGRITY PACT

**Pre-contract INTEGRITY PACT is reproduced as below:**

**Between BEML Limited (BEML) hereinafter referred to as “The Principal”  
And ..... hereinafter referred to as “The Bidder/Contractor”**

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution

c. The Principal will exclude from the process all known prejudiced persons. (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitment of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure J-1.

e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 – Compensation for Damages**



i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

ii. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous Transgression**

I The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

ii. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

I The Bidder(s)/ Contractor(s) undertaker(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.

iii. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or of the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer

#### **Section 8 – Independent External Monitor / Monitors**

i. The principal appoints competent and credible Independent External Monitor for this Pact.

ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

iii. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

iv. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

vi. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the principal and, shall the occasion arise submit proposals for correcting problematic situations.

vii. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

viii. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

### **Section 10 – Other provisions**

i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

iv. Shall one or several provisions of this agreement turn out to be invalid; the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

-----  
 (For & On behalf of the Principal)  
 (Office Seal)

-----  
 (For & On behalf of Bidder/Contractor)  
 (Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) ----- (Name & Address) -----

-----

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-----

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Witness 2:

Witness 2:

(Name & Address)

(Name & Address) -----

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## **Annexure J 1 relating to Integrity Pact**

### **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on [www.bemlindia.com](http://www.bemlindia.com).

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect shall be submitted by the Principal before finalizing the order.

#### **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and Authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in

equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

**IEM contact Details:**

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

**Address of IEM as follows**

**Shri E. K. Bharat Bhushan, IAS (Retd.)**

Flat No. 5151, Sobha City, Puzhukkal,

Thrissur, Kerala - 680 553.

Ph: +91 9400797777

Email: [bbhushan55@gmail.com](mailto:bbhushan55@gmail.com)

**Shri Akhilesh Kumar, CES (Retd.)**

1042, B-1, Vasant Kunj (Near Fortis Hospital)

New Delhi - 110 070.

Ph: +91 9811420440

Email: [er.akhilesh@yahoo.co.in](mailto:er.akhilesh@yahoo.co.in)

**ANNEXURE-7**

**BID GUARANTEE FORMAT**

Ref:

To,

BEML LIMITED

Rail Pant, Bhopal ,Zone-1, MP Nagar

Bhopal-462011, (M.P.)

Dear Sirs,

.....  
In accordance with your 'Tender Enquiry' under your Tender No..... dated  
-----M/s..... herein after  
called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

Wish to participate in the said tender for

.....  
As an irrevocable Bank Guarantee against Bid Guarantee amount of  
Rs.....(In words  
and figures) valid for ..... days from ..... is required  
to be submitted by the Bidder as a condition for participation in the said bid, which amount is  
liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal  
or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance  
of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period.  
(3) Failure to furnish the valid contract performance guarantee by the bidder within one month  
from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned  
in the bid documents.

We, the .....Bank at.....having our Head  
office at .....(Local address) Guarantee  
and undertake to pay immediately on first demand by BEML LIMITED, the amount of  
Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand  
made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute  
or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .....  
(This date shall be 60 days after the date for which the bid is valid). If any further extension of  
this guarantee is required the same shall be extended to such required period (not exceeding  
one year) on receiving instruction from M/s.....  
..... on whose behalf this guarantee is  
issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
.....day of.....at .....

Witness (Signature)

WITNESS

(Signature) ....

Name in (Block letters)

Designation ..... (Staff No.)

..... (Bank's common Seal)

Official address

Attorney as per power of Attorney No Date

**ANNEXURE-8**

**CERTIFICATE OF SITE VISIT**

Ref:  
To,  
M/s. XXXX  
XXXX

Ref- 6300040354 Dated 10.02.2026

Dear Sir,

With reference to the above mentioned NIT, This certificate is being issued to the firm after site visit by representative (s) of concerned firm as per terms and conditions of said NIT.

Details as furnished below:

Site Address- BEML, Umariya, District Raisen, Bhopal, M.P.  
Bid No. - 6300040354 dated 10.02.2026  
Date of Visit- xx.xx.xxxx

Thanking you,

FOR, BEML Limited,

( Nagendra Mishra )  
Project, Manager  
BEML, Rail Plant Bhopal



## Annexure-10

METHOD STATEMENT

MOBILIZATION SCHEDULE

CONSTRUCTION SCHEDULE

WORK PLAN

QUALITY ASSURANCE PROGRAMME

**Note: Above item bidder has to prepared in his own format & submit along with the technical bid for completing the project in stipulated time i.e 18 Months**

**Annexure-11**  
**LETTER OF TECHNICAL PROPOSAL**

To,  
Sr. Manager,  
Rail plant Bhopal  
BEML Ltd, Bhopal  
Chittod Compex- Zone-1 MP Nagar, Bhopal-  
462011

Subject: Bid Submission against NIT No. 6300040534 for Civil Construction of manufacturing blocks, testing bay, other utility buildings (Non factory buildings), Railway Track sidings, water supply and distribution System, Roads, Drainage and sewerage systems, General Electric works including regular and emergency power supply and distribution system, related installations & services ( Fire, Gas, Compressed air, IT, BMS, etc.), MFA ( Miscellaneous fixed assets) and other Land & Site development works including grading, levelling works in connection with setting up of a Rail Coach Factory near Umaria village, Obaidullaganj, Disrict- Raisen, Madhya Pradesh (India).

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addendum issued in accordance with Instructions to Bidders (ITB)
- (b) Our Bid consisting of the all three parts Technical Bid ( Part -A & A1) and the Financial Bid (Part-B) shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (c) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB.
- (d) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

**ANNEXURE-12**

**CONTACT DETAILS OF THE BIDDER**

**(To be filled and submitted by supplier along with the technical bid)**

**1) Contact Person details in Marketing Office**

- (a) Name :  
 (b) Designation :  
 (c) Telephone :  
 (d) Fax :  
 (e) Mobile :  
 (f) Email :

**2) Head Office :**

**3) Complete address including the website:**

**4) Details of the proposed plant from where item is to be supplied:**

**5) Complete address of the Plant including Website:**

**6) Contact person details in plant**

- (a) Name :  
 (b) Designation :  
 (c) Telephone :  
 (d) Fax :  
 (e) Mobile :  
 (f) Email :

**7) Bank Details: (Will used during L/C Execution)**

- a) Name of the Bank :  
 b) Full Address of the Bank :  
 c) Suppliers Account Number and Type :  
 b) IBAN No :  
 e) Swift Code :

*Annexure-12A*  
BIDDER'S INFORMATION SHEET

Bidder's Information	
Bidder's legal name	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)	
<p>Attached are copies of the following documents.</p> <ul style="list-style-type: none"> <li>• In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with eligibility criteria</li> <li>• Authorization to represent the firm or named above, in accordance with ITB</li> </ul>	

**(Annexure-13)**  
**FORMAT FOR NO-CONVICTION CERTIFICATE**  
[On the letterhead of the Bidder]

Tender Notice No- 6300040354 Dated 10.02.2026

This is to certify that .....(Name of the organization), having registered office at.....(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that M/s.....(Name of Organization), is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

## **Annexure- 13A**

### **NO BLACK LISTED/BANNING CERTIFICATE**

#### **UNDERTAKING BY BIDDER**

This is to certify that \_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**(Annexure-14)**  
**PENDING LITIGATION AND ARBITRATION**

Each Bidder must fill out this form if so required under Section iii Title “General” (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

<b>Pending Litigation and Arbitration</b>			
<b>Choose one of the following:</b> <ul style="list-style-type: none"> <li>No pending litigation and Arbitration.</li> <li>Below is a description of all pending litigation and Arbitration involving the Bidder</li> </ul>			
Year	Matter in Dispute	Value of Pending Claim in Rs.	Value of Pending Claim as a Percentage of Net Worth

## HISTORICAL FINANCIAL PERFORMANCE (Annexure-16)

Each Bidder must fill out this form.

### Information from Income Statement

Particulars	2024-25	2023-24	2022-23
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

**Note-** Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last 3 years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



**Annexure-17**  
**SOLVENCY CERTIFICATE**

REF NO:.....

DATE:.....

To,  
Sr. Manager,  
BEML Ltd, Bhopal  
Chittod Compex- Zone-1 MP Nagar, Bhopal-  
462011

Subject: NIT No. 6300040354 Dated 10.02.2026

This is to certify that to the best of our knowledge and information,

M/s ..... (Bidders name with complete address), a customer of our Bank, is respectable and is capable of executing orders to the extent of Rs.....(Rupees.....). M/s have been our customer since to date and has been granted the following limits, at present, against various facilities granted by the Bank

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,  
(Bank Official's signature & stamp)

## ANNEXURE-18-18E

### Applicable for section-Part A1-15 TO 20 - Eligibility Criteria

**Experience of the bidder during the last 7 years (2018-19, 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25)**

(To be typed in the letterhead of the bidder)

S N	Project/ Description of work	Custo mer name, contact address, Ph.no. , email	Wo rk ord er ref.	Wo rk Ord er date	Value of Work Order & Escalated Value of Work	Built up area of Industrial Shed and RCC Buildings	Steel fabrication work	RC C Work	Minimum value of Invoicing per month	In- House Engineering as per Section 18E (Yes/No )	Brief of work	Zero date	Completion date
1													
2													
..													

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD**

Place & date

# Annexure-19

## EQUIPMENT & MACHINERY

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment & machinery requirements for the projects, using the Forms below. A separate Form shall be prepared for each item of equipment and machinery listed, or for alternative\* equipment proposed by the Bidder.

Item of Equipment/Machinery		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The Following information for equipment/machinery owned by the bidder.

Owner	Name of owner	
	Address of owner	
	Registration no. of the vehicle/equipment	
	Telephone	Contact name and title
	Email	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	
Alternative Equipment		

Annexure-20  
PROPOSED PERSONNEL

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
etc.	Title of position*
	Name

## Annexure-21

## RESUME OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Total years of experience -

Total years of relevant experience -

From	To	Company/Project/Position/Relevant Technical and Management Experience

ANNEXURE-22

**NON – DISCLOSURE AGREEMENT**

**BETWEEN**

**BEML LIMITED**

**AND**

**NAME OF THE BIDDER**



**NON – DISCLOSURE AGREEMENT**

**BETWEEN**

**BEML LIMITED**

**AND**

**NAME OF THE BIDDER**



BEML wishes to engage preparation of DPR (hereinafter referred to as the “**Project/Purpose**”).

In pursuit of the forgoing purpose, Parties may disclose certain Confidential Information (as defined later in Clause 2) to each other , and

That the Parties recognise that careful protection and non-disclosure by the Party receiving the



Confidential Information (hereinafter referred to as the "**Receiving Party**") from the Party disclosing such Confidential Information (hereinafter referred to as the "**Disclosing Party**") is of vital importance while executing the Project.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree to disclose and receive certain Confidential Information only under the following terms and conditions:

## 1. **SCOPE OF THE NDA**

- 1.1 In order to pursue the preparation of DPR, both Parties recognise that there is a need to disclose certain Confidential Information. Confidential information is to be used only in the pursuit of the Project. The information provided by the Disclosing Party shall be subject to the terms of this NDA.
- 1.2 The following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to the Receiving Party. Nothing contained in this NDA shall be construed as granting rights by the Disclosing Party to the Receiving Party, by license or otherwise, to any of the Confidential Information under any patent, know-how or other rights till now or hereinafter held by the Disclosing Party except as specified in this NDA. The Disclosing Party will provide Confidential Information without warranties of any nature whatsoever.

## 2. **CONFIDENTIAL INFORMATION**

- 2.1 The term "**Confidential Information**" shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information of BEML as well as ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA. The terms and existence of this NDA, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also

be considered Confidential Information that is subject to the provisions of this NDA.

2.2 The information disclosed by the Disclosing Party under this NDA shall be treated as Confidential Information by the Receiving Party and shall be disclosed either:

2.2.1 in writing; or

2.2.2 by delivery of items; or

2.2.3 by initiation of access to Information, such as may be in a data base; or

2.2.4 by oral or visual presentation.

2.3 If the Confidential information is disclosed by means of oral explanation or other intangible form, confidential information shall be identified by the Disclosing Party as confidential at the time of disclosure and shall be provided in writing to the Receiving Party within seven (7) days of such disclosure.

2.4 The Confidential Information shall be considered valuable trade secrets, owned by the Disclosing Party. The Disclosing Party shall retain all right, title, and interest in the Confidential Information.

### 3. **NON-DISCLOSURE**

The Receiving Party shall use the Confidential Information only for the purposes stated above. The Receiving Party recognises that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorised persons. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.

### 4. **RECEIVING PARTY'S OBLIGATIONS:**

4.1 The Receiving Party undertakes:

4.1.1 to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information, but no less than reasonable care;

4.1.2 not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.

4.1.3 to comply with any other reasonable security measures requested in writing by the Disclosing Party;

- 4.1.4 not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorised use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;
  - 4.1.5 not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- 4.2 The Receiving Party must not disclose any Confidential Information to any third party except that the Receiving Party may disclose the Confidential Information:
- 4.2.1 to its employees, consultants and agents including employees of any legal entity that it controls or with which it is under common control (the "**Representatives**"), on a 'need to know' basis for the purpose of the NDA, but the ultimate obligation to protect the confidential information shall be on the Receiving Party; and
  - 4.2.2 to any other party with the Disclosing Party's prior written consent.
- 4.3 The Receiving Party must, prior to disclosing any Confidential Information to third party, enter into a written agreement with such third party to whom the information is being disclosed so as to ensure that such party treats the information as 'Confidential Information' in accordance with the terms of this NDA.
- 4.4 The Receiving Party may disclose the Confidential Information to the extent only it is required by law. However, the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.
5. **EXCEPTIONS**
- 5.1 This NDA imposes no obligation upon the Receiving Party with respect to information that:
- 5.1.1 is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

- 5.1.2 is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- 5.1.3 is disclosed with the prior written consent of the Disclosing Party; or
- 5.1.4 is required to be disclosed pursuant to law, and then only to the extent ordered by the governmental authority or court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to give the Disclosing Party notice of such disclosure as soon as practicable and cooperate with the Disclosing Party, at the Disclosing Party's expense, to minimise any such disclosure and shall only disclose that portion of the Confidential Information required by such authority or court.

## 6. **NON-SOLICITATION**

No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two (2) years. This clause shall survive for a period of two years even from the date of termination.

## 7. **REMEDIES**

The Parties recognise and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this NDA or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, or any of the terms and provisions hereof. The Receiving Party agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) incurred and sustained by the Disclosing Party as a result of any breach of this NDA. The Receiving Party agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement

## 8. **TERM**

The term of this NDA shall be for period of one year from the Effective date . The term of this

NDA may be extended by mutual agreement.

## 9. **TERMINATION**

9.1 This NDA shall terminate upon happening of any of the following events:

9.1.1 Termination by mutual consent.

9.1.2 Termination by either party due to breach of any of the covenants hereof by the other, with three months' prior written notice to the defaulting Party.

9.1.3 If any of the Parties is declared insolvent/bankrupt by a competent court of jurisdiction etc., resulting in that Party's inability to perform the obligations under this Agreement.

9.1.4 If a Party is Blacklisted by any Govt., Statutory Authorities, body corporate, which make the performance of this Agreement by that Party impossible. In such case that party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility of either Party to any other third party.

Notwithstanding the above, termination shall not prejudice any obligation that has arisen and accrued prior to the effective date of termination between the Parties. Further that the contents of Article No.4 shall be obligatory on the Parties to the full extent.

## 10. **RETURN OF CONFIDENTIAL INFORMATION**

Following the request of the Disclosing Party or upon expiry of the term of this NDA or on the early termination of the NDA as above, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copy of such Confidential Information or if so desired by the Disclosing Party, confirm in writing that all such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations herein contained.

## 11. **DISPUTE SETTLEMENT AND JURISDICTION**

In the event of any dispute or differences arising between the Parties, hereto relating to the interpretation or otherwise of the terms and conditions under this Agreement, the same will be mutually discussed and amicably settled between the Parties by negotiations, mediations or conciliations. The disputes which are not settled as above, shall be settled by arbitration in

accordance with the rules of Arbitration of the India International Arbitration  
Centre (IIAC), New

Delhi, and the award made in pursuance thereof shall be binding on the Parties. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed mutually by the Parties or in accordance with the Rules of IIAC. The arbitration proceedings shall take place at Bengaluru or New Delhi, if Bengaluru venue is not available, and be conducted in the English Language. The Arbitration proceedings will be administered by the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023

Courts at Bengaluru alone will have jurisdiction to entertain, try and adjudicate matters connected with this NDA.

## **12. MISCELLANEOUS**

- 12.1 Severability and Waiver: If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.
- 12.2 Notices: All notices under this NDA must be in writing and must be either: faxed; mailed by registered or certified mail, postage prepaid and return receipt requested; or delivered by hand to the party to whom such notice is required or permitted to be given at the address set out in the title of this NDA.
- 12.3 Successors and Assigns: The Receiving Party shall have no right to assign its rights under this NDA, whether expressly or by operation of law, without the written consent of the Disclosing Party. This NDA and the Receiving Party's obligations hereunder shall be binding on the Representatives, permitted assigns and successors of the Receiving Party and shall inure to the benefit of the Representatives, assigns and successors of Disclosing Party.
- 12.4 Variation: No variation of this NDA shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA in the presence of the following witnesses.



for BEML LIMITED

for Name of the Bidder.

Name :

Name :

Designation :

Designation :

Address :

Address :

Signature :

Signature :

WITNESSES:

1

2

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Address : \_\_\_\_\_

Signature :

Signature :

### **FORMAT FOR PERFORMANCE BANK GUARANTEE**

- Note:** 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.  
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100. /-)  
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

Bank Guarantee No..... Dated  
..... Amount  
..... Valid up to  
..... Claim up to  
.....

The Sr. Manager  
BEML  
Rail plant Bhopal

1. This deed of Guarantee  
made this day  
of..... (Month&  
year) between

Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED  
(Hereinafter called "the Employer") of the other part.

1. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO)  
(Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter  
called "the Contractor").
2. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a  
Performance Security for a total amount of..... (Amount in figures and words).
3. Now, We the Undersigned..... (Name of the Bank) being  
fully authorized to sign and to incur obligations for and on behalf of and in the name  
of.....(Full name of Bank), hereby declare that the said Bank will  
guarantee the Employer the full amount of Rs..... (Amount in  
figures and words) as stated above.
4. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you,  
on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur  
undertake to immediately pay to the Employer upon first written demand and without cavil or  
argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid  
without reference to the Contractor and without your needing to prove or show grounds or  
reasons for your demand for the sum specified therein. The Bank shall pay to the  
Employer any money so demanded notwithstanding any dispute/disputes raised by the  
Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s  
relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
5. This Guarantee is valid till.....(The initial period for which this Guarantee will  
be valid must be for at least 3-months (three months) longer than the anticipated expiry date of  
defect liability period / Warranty period.
6. At any time during the period in which this Guarantee is still valid, if the Employer agrees to  
grant a time extension to the Contractor or if the Contractor fails to complete the Works within  
the time of completion as stated in the Contract, or fails  
to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the  
Bank will extend this Guarantee under the same conditions for the required time on demand by the  
Employer and at the cost of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract  
Agreement or to any documents, which have been or may be made between the Employer and

the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rs )
  - (b) This Bank Guarantee shall be valid up to.....
  - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the bank have signed and sealed this Guarantee on the.....day of .....(Month & year) being herewith duly authorized.

For and on behalf of the ..... Bank.

**Signature of Authorized Bank officials.**

Name : .....

Designation : .....

Stamp/Seal of the Bank.....

Signed, sealed and delivered for ..... and on behalf of the Bank by the above named ..... in the presence of:

**Witness 1.**

Signature.....

Name.....

Address.....

Name.....

Address.....

**Witness 2.**

Signature.....

Name.....

Address.....

Name.....

Address.....

## CONTRACT AGREEMENT

WORK ORDER NO: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_.

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of TWO THOUSAND \_\_\_\_\_

BETWEEN

M/s BEML Limited, a Government Company coming within the meaning of Sec 617 of Companies Act, 1956 having its Corporate office at “BEML SOUDHA”, 4th Main Road, S.R. Nagar, Bengaluru-560 027 through its \_\_ (\*Designation of the authorised official) at \_\_\_\_\_ (here incorporate the address) represented by \_\_\_\_  
(Name of the Authorised official)

(Hereinafter referred to as ‘BEML’ which expression shall, unless repugnant to context means and includes its successors and permitted assigns) of the First Part.

AND

M/s. \_\_\_\_\_ (Name of the Contractor) a \_\_\_\_\_ (Constitution of the Contractor i.e. Firm/Company, etc) incorporated/registered (delete whichever not applicable) under the provisions of \_\_\_\_ Act, having its Registered Office/Principal place of business (delete whichever not applicable) at \_\_\_\_\_ (\*Designation of the authorized Official) at \_\_\_\_\_ (here incorporate the address) represented by \_\_\_\_ (Name of the Authorized Official)(hereinafter referred to as ‘Contractor’, which expression shall unless repugnant to the context means and includes its successors and permitted assigns) of the Second Part Hereinafter, “BEML” and the “Contractor” shall individually be referred to as ‘Party’ and collectively as ‘Parties’.

WHEREAS BEML is a multi technology heavy engineering company having four manufacturing divisions at Bengaluru, KGF, Mysore and Palakkad and marketing/ regional/district offices across the Country.

Whereas Contractor is a \_\_\_\_\_ (incorporate brief profile of the Contractor) WHEREAS BEML, floated tender Ref: \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter referred to as the Tender) for \_\_\_\_\_ at \_\_\_\_\_ hereinafter called the “WORK”)

WHEREAS the Contractor submitted his offer in response to the Tender floated by BEML as above and become the successful tenderer and has agreed to execute the Work as per the terms and conditions of the Tender. Consequently BEML issued Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter the Work Order) to the Contractor.

WHEREAS the Contractor has duly accepted the Work Order and agreed to execute the Work strictly in accordance with the work order and on the terms and conditions herein for a total sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only ) as consideration for the Work being carried out.

In consideration of the above, 'BEML' and the 'Contractor' agreed to reduce the terms and conditions in to writing as hereinafter mentioned.

## SCOPE OF WORK:

The Scope of Work to be executed by the Contractor is as mentioned at Clause \_\_\_\_\_ to the Tender Document.

## CONTRACT PERIOD:

The contract period shall be the period mentioned in the Work Order at Para \_\_\_\_\_ Time is the essence of the contract. The Contractor shall strictly adhere to the Time Schedule for commencement and completion as stipulated in the Work Order and shall complete the Work in all respect to the complete satisfaction of BEML on or before the Completion date.

## PENALTY

In case the work is not completed in the manner mentioned above to the complete satisfaction of BEML in every respect within the time limit stipulated in the Work Order, then the Contractor shall become liable for payment of compensation/penalty for delay in completion of work, in accordance with Clause \_\_ of the Tender Document /Work Order irrespective of whether extension of time granted or not unless otherwise specifically stated.

The said Penalty payable by the Contractor shall be without prejudice to any other right or remedy available to BEML on account of such delay in completion of work. The amount of compensation might be adjusted or set-off against any sum payable to the Contractor under this or any other contract with BEML. The Chief Engineer, BEML Limited, \_\_ shall be the authorized person to certify whether the Work has been completed within stipulated time and his certification shall be final and binding on the parties.

Penalty for Manpower shall be applicable as per the recovery rate on pro-rate basis as mentioned in bid document.

Penalty for equipment shall also be applicable as mentioned in bid

## PAYMENT

BEML shall make the payment to the contractor in the sums, proportions and manner from time to time in accordance with the Clause(s) \_\_\_\_\_ of the Tender Document. The payment shall be made after all the statutory deductions as may be applicable

## SECURITY DEPOSIT/BANK GUARANTEE:

The Contractor has furnished non-interest-bearing Security Deposit in accordance with Clause \_\_\_\_\_ by way of (incorporate the mode). The Contractor agrees to extend the validity of the Security Deposit, wherever required like extension of period of contract or as may be required by the Company. The Company shall have the full power to enforce the

Security Deposit in case of non-performance or violation or breach of any of the terms of this Agreement by the Contractor

## COMPLIANCE OF STATUTORY PROVISIONS:

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 and Rules 1971, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employers' Liability Act 1938, Shops & Establishments Act (relevant to the State), Factories Act, 1948, Employees' State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Industrial Disputes

Act, 1947, Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Woman at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed thereunder from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The Contractor agrees to indemnify BEML for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

All claims arising at the instance or on account of the persons employed by the contractor including but not limited to on account of wages, allowances, PF, ESI, Gratuity or Compensation under the Employee Compensation Act, or otherwise shall be met by the contractor on his own account and the Company shall be kept fully indemnified. BEML shall have no liability whatsoever in that behalf.

## **NON-COMPLIANCE OF TERMS:**

Non-compliance of any of the terms of this Agreement shall amount to breach leading to cancellation of contract, besides other legal actions, including but not limited to recovery of losses to BEML

## **FALLS CLAUSE:**

If the contractor fails to Execute the Work as per Tender Document, Work Order and the Terms and Conditions herein contained, at any time during the currency of the contract or if the BEML has reasons to believe that the Contractor's work is not satisfactory and that the interest of BEML is thereby affected in any way, BEML shall have the right to Execute the Work by itself or through any other agency, in which case the contractor shall make good the loss to BEML including cost and expenses which arises there from. The extra cost being incurred by BEML in this regard should be to the account of the Contractor, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the contractor or otherwise.

## **INDEMNIFICATION**

In the event of the non-fulfilment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Work Order or in this Agreement, the Contractor shall pay to BEML all losses, damages, costs, charges and expenses incurred by BEML Limited as result of the Non fulfilment of the obligations under the contract. The decision of BEML shall be final in this regard and the Contractor shall pay the same without any demur and protest.

The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor and the Contractor shall make good the said loss same. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills. The Contractor will ensure that there are no thefts or loss of property/properties by the labourers deployed by the contractor.

## **CAR POLICY:**

Contractor shall take 'Contractor All Risk Coverage Policy' (CAR Policy) to cover all risks, losses, claims for injuries or damage to any person or any property as per the Tender Document/ Workorder more specifically stipulated in clause \_\_\_ of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document/ Work Order and to the complete satisfaction of BEML. The contractor has to take policy at his own cost showing BEML as the "Principal" to enable BEML to make the settlement of claims at the earliest.

## **LICENSES AND PERMISSIONS:**

Contractor shall procure all the Licenses, Permissions, Sanctions, etc. as may be required for/in the course of performance of the contract /execution of the Work or as required under statutes.

Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same. The Contractor undertakes to indemnify BEML in this regard.

## **SUB-CONTRACT:**

The contractor shall not sub-contract, assign or make over the contract to any third party either in full or partially without prior written consent of BEML.

## **CONFIDENTIALITY:**

The Contractor or his employees or agent or anybody engaged by the Contractor to execute the Work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of BEML. The Contractor undertakes to indemnify BEML for any loss caused to it by reason of breach of the above obligation by the Contractor or his employees or agent or anybody engaged by the Contractor.

## **ENTIRE CONTRACT**

Tender Document and Work Order dated \_\_\_\_\_ shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:

1. This Agreement;
2. Work Order; and
3. Tender document

## **TERMINATION:**

BEML can terminate the contract by giving thirty days written notice in case of the following reasons and if the Contractor fails to rectify the same within the notice period;

- a) Failure of the contractor to commence the work within a stipulated period.
- b) If the performance of the contractor is found to be unsatisfactory or if he fails to give the desired progress of the work or there is breach of terms of the agreement. In this regard, non-performance in whole or in part by the contractor of any obligation due to the reasons with his control shall be treated as breach of the contract.

However, BEML shall have right to terminate the Agreement at any time by giving \_\_\_\_\_

Months notice in writing, with or without mentioning the reasons.

The Contractor shall have the right to terminate the Agreement in case of breach of the terms and conditions by BEML.

The termination shall not prejudice the rights and obligations accrued on the parties till the effective date of termination.

## **JURISDICTION& DISPUTE RESOLUTION:**

Disputes, if any, between the Parties arising out of or in connection with this Agreement or any matters connected therewith, shall be discussed and amicably settled by the parties through Conciliation by subject experts appointed by BEML.

The unresolved disputes shall be referred to a sole Arbitrator to be appointed by BEML. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 and Rules framed there under, as may be amended from time to time. The courts at Bengaluru alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English.

(If the Contractor is a Govt. /CPSU, the following Arbitration Clause may be incorporated and above Arbitration Clause may be deleted)

Disputes if any, arising between the Parties, in connection with this Agreement or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to the sole Arbitrator of Permanent Machinery for Arbitration in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

## **SEVERABILITY AND WAIVER:**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision.

## **NOTICES**

All Notices and communications shall be sent to the following addresses of the Parties or any other address duly notified in writing from time-to-time by the parties:

BEML :

Contractor :

The Notices issued other than as above shall not be considered as effective notice.

## **ASSIGNMENT:**

The obligations under this Agreement shall not be assigned by either Party to any third party without prior written consent of the other Party.

## **AMENDMENT:**

No Amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

## MISCELLANEOUS:

This agreement further witnesses that the Contractor is responsible for any accident or other compensation payable to the workers employed by and working under the control of the Contractor and that the Company SHALL HAVE no sort of liability in the matter, and that any payment would have to be made by BEML, the same shall be reimbursed by the Contractor or otherwise the same shall be recovered from the Bills payable to the Contractor.

The employees/agents of the Contractor in no case will be treated as the employees of BEML and there shall not be any master and servant relationship whatsoever between BEML and labour/employees being deployed by the Contractor for the Work. Further, discharging obligations under the Agreement by labour shall not be construed to believe that they are the employees of BEML and shall at all times be the employees of the contractor only. The contractor will be individually and entirely responsible for all and any liabilities in that regard.

All the agreements, letters, documents exchanged between parties, if any, have been merged with this agreement and shall have no effect from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

**For BEML**

**for CONTRACTOR**

Witnesses:

Witnesses:

1.

1.

2.

2.



**CHECK LIST ON PREPARATION OF BIDS**

<b>Ref. No.</b>	<b>Particulars</b>	<b>Yes / No</b>
<b>1</b>	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
<b>2</b>	Have you submitted the EMD / Copy of DD at the address mentioned and uploaded the scanned copy?	
<b>3</b>	Intergrity Pact. Have you submitted the IP at the address mentioned and uploaded the scanned copy	
<b>4</b>	Have you uploaded the following documents which are to be uploaded with signatures & seal?  a) 2022-23 Profit & Loss Statement b) 2023-24 Profit & Loss Statement c) 2024-25 Profit & Loss Statement	
<b>5</b>	Solvency Certificate	
<b>6</b>	Work Completion Certificates and TDS certificate.	
<b>7</b>	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
<b>8</b>	Have you attached the proof of authorization / Power of Attorney to sign on behalf of the bidder in the Technical Bid?	
<b>9</b>	Copy of certificate of Registration for PAN card, GST No., CIN registration & etc.,	
<b>10</b>	Have you uploaded the following documents which are to be uploaded with signatures & seal?  1) Complainece for scope of work 2) Compliance to BOQ 3) Compliance to GCC 4) Compliance to NIT acceptance letter 5) Compliance to Under taking by Bidder 6) Technical Docs as per QCBS formulation	

**FINANCIAL BID**

<b>15</b>	Has your financial Bid proposal been duly filled and uploaded?	
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