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| Ref: EMCP/1050010802/Mahadwara Paint/Tender Document |   | Date : 02-09-2021 |
| <b>Tender Document</b>                               |   |                   |
| Sub  | Painting and Artistic work for Sir. M.Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF. |                   |
|  |   |                   |

**Tender Document**

Sub Painting and Artistic work for Sir. M.Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF.

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**1. Tender Notice****Closing Date : 20-09-2021 at 14:00 Hours**

Deputy General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115 Invites Tenders in manual mode from eligible reputed firms / Contractors / Agencies for the following :

**Painting and Artistic work for Sir. M.Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF.**

| SINo | Description                   | Details                     |
|------|-------------------------------|-----------------------------|
| 1    | Approximate value of contract | 2.50 Lakhs (Excluding GST). |
| 2    | Duration of the contract      | One Month.                  |

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

(2) Firm to quote total rate in Rs excluding GST against BOQ.

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

DGM - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

**2. Letter to Bidder / Tenderer**

To : M/s

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the tender notice at Page 3/21, we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad.

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

**Instructions for submission of the Quotation:**

(1) Quotation is to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd., BEML Nagar, KGF- 563115, in a sealed cover super scribing the Tender Reference, Due date & Time, Subject, Address, etc., **BEFORE THE BID CLOSING DATE & TIME.**

(2) Firm has to submit signed NIT Acceptance Letter (For format, refer Page 21 in this document) along with quotation.

(3) Corrigendum regarding the tender if any will be published in BEML website before the tender closing. Corrigendum regarding the tender if any to be signed with company seal and to be submitted along with the quotation.

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

(5) Price details are to be quoted against the respective items provided at BOQ and to be submitted before tender closing date and time specified.

(6) Before submitting the quotation, bidders are advised to visit the work place / site to know the scope of work. Ignorance of site conditions at later stage will not be entertained by BEML. Prior appointment may please be obtained from the office of In charge - Estate Maintenance, Contact No. 08153 - 263393. e-Mail : esw@beml.co.in

(7) Quotations sent by FAX/Email will not be considered.

(8) Conditional offers are liable for rejection.

(9) This Letter + Tender document + Corrigendum if any, will be part of the contract.

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

Thanking you,

For BEML LIMITED

DGM - Contract Purchase

EM Division, BEML Ltd, KGF – 563 115.

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| Ref: EMCP/1050010802/Mahadwara Paint/Tender Document   |  | Date : 02-09-2021  |
| 2.1  | (A) Tender Description   | Painting and Artistic work for Sir. M.Visweshwariah Mahadhwara at the Entrance of officers quarters, BEML Nagar, KGF.  |
|  | (B) Contract Period  | One Month.   |
|  | (C) Tender Reference   | EMCP/1050010802/Mahadwara Paint/Tender Document Dated 02-09-2021.<br>Tender Reference to be super scribed on top of the covers for identification while sending sealed covers. |
|  | (D) Tender Closing Date / Time   | <b>20-09-2021 / 14:00 Hours</b>  |
|  | (E) Security towards warranty against quality of material & workmanship. | 10% of bill amount will be with held as performance security for the defect liability period.  |
| <p><b>Pre-Bid Meeting / Study</b><br/> <b>(Not Mandatory)</b> but for the information / Clarification of the Bidder before quoting)</p> <p>Officer in charge for the contract : In charge – Estate Maintenance, BEML Ltd - KGF.<br/> Contact No. 08153 - 263393. e-mail : esw@beml.co.in</p>   |  |  |
| <p>Note :</p> <p>(a) Bidders are suggested to submit their quotation well in advance (say 3 to 4 days before closing date), not resorting to last date last minute.</p> <p>(b) Bidder has to submit signed NIT Acceptance Letter and Corrigendum if any along with their quotation.</p> <p>(c) BEML reserves the right to either reject or obtain clarifications from bidders. Decision of BEML in this regard will be final and binding.</p> <p><b>(d) Bidders are advised to visit the site for better understanding of the area / work involved, etc., before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.</b></p> |  |  |

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| 2.3 | <b>QUESTIONNAIRE</b>   |  |
|     | (To be filled in by the Tenderer and to be uploaded along with the Technical Bid)  |  |
| 1   | Name in full and address, under which the tenderer is proposing to execute the contract.   |  |
| 2   | Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division). |  |
| 3   | Address of official premises at KGF, if any.   |  |
| 4   | Address of official premises at other places.  |  |
| 5   | Telephone /<br>Mobile /<br>Fax /<br>e-mail ID  |  |
| 6   | Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.                              |  |
| 7   | Indicate ESI Registration/ Code No.  |  |
| 8   | Indicate PF Registration / Code No.  |  |
| 9   | Indicate GST Registration No. and applicable SAC for the subject work.   |  |
| 10  | Details of works carried out for the past three years.   |  |
| 11  | Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them ) |  |
| 12  | Does your agency have ISO registration? If so, give details.   |  |
| 13  | Income tax PAN No  |  |
| 14  | Quoted price is deemed to be Exclusive of GST  |  |
| 15  | Self declaration by vendor that they are not black listed by any Govt / PSU organization.  |  |

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| 16   | <p>Contractor's Bank details.<br/>(to be filled in and to be signed with seal).<br/>To : The Accounts Officer,<br/>Accounts Department,<br/>BEML Limited<br/>EM Division, KGF.</p> <p>Sub : Details for Payment through RTGS<br/>(Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code :<br/>2. Vendor Name :<br/>3. Account No :<br/>4. Name of the Bank :<br/>Address :<br/>5. IFSC Code :<br/>(Indian Financial System Code)<br/>6. MICR Code :<br/>(Magnetic Ink Character Code)<br/>7. NEFT Code :<br/>(National Electronic Fund Transfer)</p> |  |
| <p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.<br/>I / We certify that to the best of my / our knowledge the particulars furnished above are true.<br/>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.<br/>Place :<br/><br/>Date :<br/><br/>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p> |  |  |

### 3.Scope of Work

#### **Painting and Artistic work for Sir. M. Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF.**

The Contract caters for Providing Synthetic enamel painting and artistic work for Sir M. Visweswaraiah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF, both front and rear side which is made out of MS structures consisting of various sections. The Mahadhwara of span 90 feet (approx.) in 2 spans and height of 30 feet (approx.) supported on columns and pedestal are to be completely painted and decorated with artistic work, etc., complete, all as specified and directed by Contract in-charge.

#### **Note :**

- (a) Contractor has to study and understand complete scope of Work, General terms & conditions before quoting the tender.
- (b) Non performance of job in any area will lead to deduction proportionately from the bills payable.
- (c) Contractor has to attend calls from the Contract In-Charge for Painting and Artistic work for Sir. M. Visweshwariah Mahadhwara at the Entrance of officers quarters, BEML Nagar, KGF.
- (d) Following scope of work is included to be executed all as per instructions / directions of Contract in-charge :

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| 1 | Providing necessary scaffolding and supports required to work at a height of approximately 10mtrs by creating safe environment. The scaffolding should be such that it should not affect the vehicular traffic on Bangarpet – KGF main road and also to provide safe environment to the painters/artists working at heights.                                 |
| 2 | Preparing of existing steel surfaces by using emery papers, etc., so as to remove complete rust, original existing paint completely, etc., and make ready to receive primer.   |
| 3 | The pitted/rough surfaces to be made even by supplying & applying putty. Supplying & applying 2 coats of yellow oxide of approved quality conforming to relevant IS standard for the whole structure.  |
| 4 | Supplying & applying two coats of synthetic enamel paint of reputed brand & approved color as directed by Contract In-charge. (Note : Colour of paint to be same as existing colour)   |
| 5 | Providing artistic work to various BEML equipment viz. Hydraulic Excavator, Walking Dragline, 'C' Crane front end Loader, Dumper, Dozer, Rail coach etc., and BGML winding shafts to give a realistic picture.   |
| 6 | Carrying out painting/artistic work for portrait of Sir M. Visweshwariah ,Welcome symbol with folding hands of a lady, 4Nos. of Nandi, small size Elephants approx. 40 Nos., both at Mahadhwara and also at supporting pillars, circular shaped barricades around support column, 10 Nos. of Peacock, etc. The portrait should give photographic appearance. |
| 7 | Painting to existing letters in all languages viz., wordings of Mahadhwara, well wishes, Namaskara and visit again, BEML, Kannada Mitraru, Labour Welfare Fund, Welcome, etc., as available at site.   |

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| 8  | Painting, artistic works for Mahadwara facing Bangarpet and KGF road and only painting work for rear sides of both the Mahadwara structure.         |
| 9  | Providing 1"(inch) Radium sticker all-round for both the side of the structure for an approximate size of 90'X 4'.                                  |
| 10 | Providing a coat of clear varnish as final touch up for the entire Mahadwara.   |
| 11 | Providing painting in strips on stone kerbing at front side covering up to circular barricade.  |
| 12 | Preparing of existing wall surfaces by using emery papers etc., and applying two coats of cement paint for pedestal pillar foundation etc, complete |
| 13 | Any damages or bent in structural steel work is to be properly repaired before taking up painting works.  |

Note :

1. Carrying out the entire work as specified in the scope of work along with necessary scaffolding, painting, labour painters, artists etc., is considered as one job.
2. All necessary safety appliances like safety belt, helmets, etc., are to be arranged by the contractor and quoted rate deemed to include for the same.
3. ESI and other statutory requirements are to be complied by the contractor.
4. The painting and artistic work also includes for Circular shaped barricades and other connected work/structure connected with the Mahadwara.
5. The contractor has to acquaint with the site condition before quoting for the work, any ignorance about the site condition at later dates are not entertained by BEML.
6. Contractor should produce workmen compensation Policy for the labours who are carrying out the work before commencement of work.

The existing photos of Sir M. Visweshwariah Mahadwara :

1. Front View of Mahadwara on Bangarpet- KGF Road :



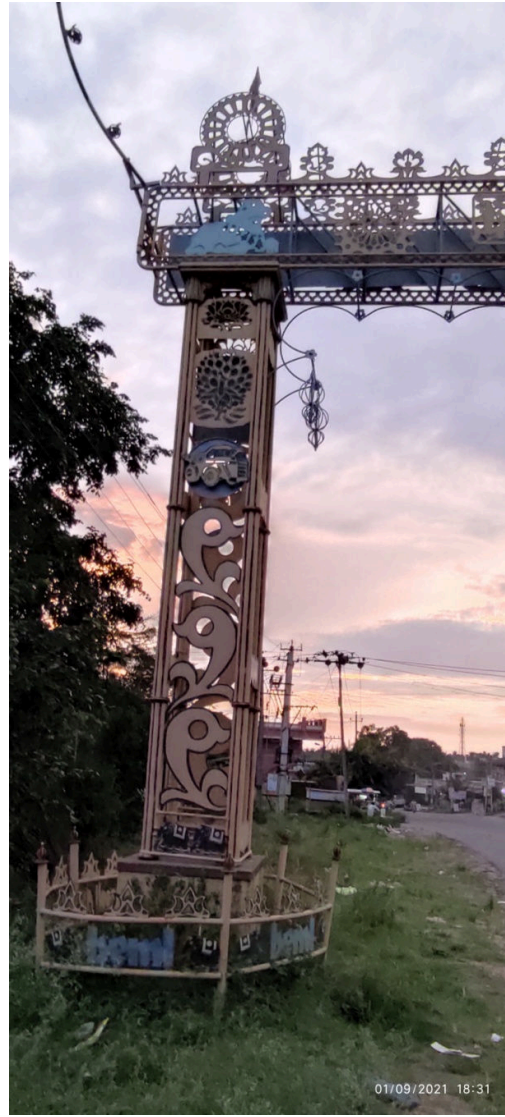
2. Front View of Mahadwara on KGF-Bangarpet Road :



3. View of Right supporting Column  
on Bangarpet-KGF Road :



4. View of Left supporting Column  
on KGF-Bangarpet Road :



5. View of Center supporting Column on Bangarpet-KGF Road



**4. General Terms & Conditions**

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| 1  | This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. Work shall be completed as per the duration mentioned under Tender Notice; the time of completion is to be reckoned from the date of commencement mentioned in the Purchase Order.   |
| 2  | Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for <b>General Conditions &amp; Revised special conditions for civil works contract.</b>  |
| 3  | In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for other firm for execution and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract. |
| 4  | Arbitration of Disputes : The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.  |
| 5  | Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.   |
| 6  | All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Chief of the Division, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.   |
| 7  | Contractor has to make arrangements for providing requisite manpower / machinery to execute the work on time for undertaking the job and safety equipment for safe & smooth approach for completion of work at locations.  |
| 8  | Contractor has to submit work certification from Estate Maintenance department for processing of bills.  |
| 9  | Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal).  |
| 10 | Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML location for his labours / machineries.  |
| 11 | Sub-contract/sub letting: Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.   |
| 12 | GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.  |
| 13 | ACCIDENTS INJURIES AND DAMAGES : From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress  |

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| 13 | of work. For this purpose the contractor shall take an <b>Insurance policy to cover the risk for the period of contract.</b> In the event of any accident / injury / disablement to the labour/Driver/supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.   |
| 14 | If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called up to in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the contractor.  |
| 15 | BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.   |
| 16 | Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.  |
| 17 | All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.   |
| 18 | <b>Running Account Remittances (RAR)</b> : During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Contract In-charge. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work.  |
| 19 | <b>COMPLETION CERTIFICATE</b> : On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Contract in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill. |
| 20 | <b>FINAL BILL PAYMENT TERMS</b> : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Contract in-charge / Officer in-charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later.  |
| 21 | BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.   |
| 22 | Due date for submission of tenders may be extended by BEML, <b>in its sole discretion</b> , which shall be announced as <b>corrigendum to original NIT only at BEML Limited's website</b> . Validity of bids submitted shall be deemed to be extended accordingly.  |
| 23 | BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.   |
| 24 | Correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very   |

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| 24   | much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.  |                   |
| 25   | Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time & also at any stage of finalization of the subject tender irrespective of status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings & will be communicated suitably. They will not be considered for any ongoing tenders even if participated till the hold is officially lifted & confirmed in writing. |                   |
| 26   | BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.   |                   |
| 27   | BEML reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.  |                   |
| 28   | BEML is not obligated to contract for any of the services described in the Notice Inviting Tender.   |                   |
| 29   | Proposals become BEML's property.  |                   |
| 30   | BEML reserves the rights to :<br>I. Accept or reject any or all proposals.<br>II. Waive any anomalies in proposals through an addendum.<br>III. Modify or cancel Tender Enquiry.   |                   |
| 31   | BEML Ltd's decision is final for evaluation of the offers.   |                   |
| 32   | Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.   |                   |
| 33   | Canvassing in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.  |                   |
| 34   | In case any Person / Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.  |                   |
| 35   | Submitted documents should be legible & readable.  |                   |
| 36   | A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.   |                   |
| 37   | No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice and expenses has to be borne by vendor(s).  |                   |
| 38   | Supplier shall send Order Acceptance within two weeks from the date of LOI / LOA   |                   |

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|--|--|-------------------|
| 38   | /Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order. |                   |
| 39   | Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. Contractor shall not be entitled to claim any compensation or any damages for such termination.              |                   |
| 40   | <b>Risk purchase clause :</b> In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.  |                   |
|  | For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied :   |                   |
|  | Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.   |                   |
|  | Defaulting Contractor shall be served with notice of re-purchase.  |                   |
|  | Risk purchase loss shall be recovered only after the re-purchase contract has been executed.   |                   |
| 41   | Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.  |                   |
| 42   | There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, Supplier has to accept the cancellation. BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.                                 |                   |
| 43   | <b>Purchase Order Cancellation Clause :</b> In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.  |                   |
| 44   | If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.              |                   |
| 45   | <b>Tax conditions :</b> TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for Service/NRC that will be carried out.   |                   |
| 46   | <b>Works to be carried on with expedition failing which the Company may employ</b>   |                   |

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| 46 | <b>other Contractor(s) without vitiating the contract</b> : Contractor shall commence to carry on the works with due diligence and as much expedition as the Contract In-charge may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract. |
| 47 | All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.  |
| 48 | In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.  |
| 49 | Contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.  |
| 50 | Contractor shall guarantee that the services rendered are performed by personnel of required capacity. Contractor shall guarantee that the services rendered correspond exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials. Prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.  |
| 51 | <b>Non-waiver of defaults</b> : If any individual provision of the Contract is invalid, the other provisions shall not be affected. Failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.   |

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| 52 | <p><b>Integrity commitment in the execution of contracts :</b></p> <p><b>(a) Commitment by Purchaser :</b> Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.</p> <p><b>(b) Commitment by the Contractor:</b> Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. Contractor (s) will not commit any offence under the relevant Acts. Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.</p>  |
| 53 | Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard & shall reimburse Purchaser for any damages suffered as a result thereof.  |
| 54 | <p><b>Bribes and gifts :</b> Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 49 hereof. Any question or dispute as on the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.</p>   |
| 55 | <p><b>Force Majeure Clause :</b> Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control. Party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.</p> <p>Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order / Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.</p> <p style="text-align: right;">Signature of the contractor</p> |

**BEML LIMITED****KOLAR GOLD FIELDS – 563115**

(A Govt. of India Mini Ratna Company under Ministry of Defence)

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279365 / 279308

Fax : 08153 - 263274

|       |   |
|-------|---|
| Sub : | Painting and Artistic work for Sir. M.Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF. |
|-------|---|

**5. COMMERCIAL BID****Note :**

1. UNIT VALUE has to be entered against the BOQ.
2. Format given below is to be referred.
3. Unit rates quoted in Rs should be exclusive of applicable GST.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. **To get familiarize with the area of work the firm may make a personal pre bid visit to our works, consult the concerned officer and get clarified.**
6. **Selection of L1 firm will be based on the value of Sum [(Qty X Unit Rate)] quoted against BOQ.**
7. Rate quoted should be firm for the contract period.
8. Intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Tenderers are advised to visit the work areas and then quote.
9. Quotation should be for the complete scope of work specified.
10. Rates quoted shall inclusive of all expenditures.
11. For any clarifications regarding scope of work/terms and Conditions, please contact Contract In-charge, Estate Maintenance, BEML Ltd, KGF.
12. Payment Terms will be against certification of Estate Maintenance department based on satisfactory completion of work.
13. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT Formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

**5.1 SCHEDULE 'A' BILL OF QUANTITIES**

| Sl No                  | Description  | Qty | Unit | Rate in Rs Excluding GST |
|------------------------|--|-----|------|--------------------------|
| a                      | b  | c   | d    | e                        |
| 1                      | Providing Synthetic enamel painting and artistic work for Sir M. Visweswaraiah Mahadwara both front and rear side which is made out of MS structures consisting of various sections. The Mahadwara of span 90 feet (approx) in 2 spans and height of 30feet (approx) supported on columns and pedestal are to be completely painted and decorated with artistic work, etc., complete, all as specified and directed by Contract in-charge. (Refer Scope of work in this tender document for complete details.) | 01  | JOB  |                          |
| <b>Rupees in Words</b> |  |     |      |                          |
| <b>END OF BOQ</b>      |  |     |      |                          |

Note (A) :

- (i) Firm has to quote Unit Rate against BOQ in Rs.
- (ii) All expenditures should be considered while quoting.
- (iii) L-1 will be based on least of net quoted rate by bidders.
- (iv) Contract caters only for the Painting and Artistic work for Sir. M. Visweshwariah Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF. Work will be certified based on the actual work done as per BOQ.

Note (B):

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

Signature of the Contractor

**NIT Acceptance Letter**

Ref : EMCP/1050010802/Mahadwara Paint /NAL

To : DGM - Contract Purchase

EM Division

BEML Ltd

BEML Nagar

KGF – 563 115.

Sub : NIT Acceptance Letter for Painting and Artistic work for Sir. M.Visweshwariah  
Mahadhwara at the Entrance of Officers Quarters, BEML Nagar, KGF.

Ref : EMCP/1050010802/Mahadwara Paint/Tender Document      dated 02-09-2021.

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

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

Contractor  
Sign with seal

Note : Above letter along with all the corrigendum published in BEML website need to be  
signed with seal and to be submitted before tender closing date & time.

END OF DOCUMENT