



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
Phone : 080 22963245 / 22963315. FAX: 080 22963283.

TENDER No: 6300028192

Date: 25.06.2019

TENDER DOCUMENT

**Request for Quotation
Works Contract for Housekeeping works at BEML Soudha
& Unity Buildings, Bangalore for a period of 2 years**

**Asst. General Manager
Corporate Materials.**



BEML LIMITED

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**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**

1. Introduction

General Information

BEML Limited (<http://www.bemlindia.com>), a Government of India undertaking has three major Business verticals – viz. Mining & Construction, Defence and Rail & Metro for both the Indian and export markets. It is one of the largest engineering and manufacturing enterprises in India with annual revenue of over Rs.3300 Crore. BEML Limited offers a wide spectrum of products and services for core sectors like mining, railways, defense, etc. with 9 manufacturing units in the states of Karnataka & Kerala and a Nationwide network of sales offices across India that enables customers with ready access to its wide range of products. Further, the full-fledged service centers and parts depots offer total equipment care, maintenance contracts and rehabilitation services. BEML Limited has been accredited with ISO 9001 and ISO 14001 standard certifications. Some of the manufacturing divisions have been accredited with OHSAS18001 standard certification. BEML Limited has a good standing in International market and exports its equipment to Middle-East, South America and South-East Asian markets and African countries.

2. Bid Submission Process

You are required to submit bid in Three parts viz. **Pre-Qualification bid and Technical bid & Price Bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.com/tender_hq.php).

The objective of this RFP is that all firms/agencies has to submit the Pre-qualification bid i.e., submission of EMD through manual mode / through online and duly signed Original Integrity Pact along with annexure. The Technical bid and price bid to be submitted through SRM Platform only.

Sl.No.	Title	Page No.
1	Part – A Pre-Qualification Bid	
2	Part – B Technical Bid	
3	Scope of work	
4	Terms & Conditions	
5	Enclosures (1 to 5)	

Note: To participate in this e- tender you should have Valid Class 3 digital signature.

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



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In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

1. SUBMISSION OF BIDS

This Tender consisting of Three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD (Earnest Money Deposit) in manual Mode/ through online.

Part B – Technical Bid i.e. Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

2. PRE-BID MEETING

A pre-bid meeting will be conducted **at 11:00AM on 04.07.2019** at BEML Soudha, 23/1,4th Main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

Queries of the firms (if any) will be clarified during the pre-bid meeting or subsequently after obtaining concurrence from the Management. Queries, if any, shall be sent to Asst. General Manager, Corporate Materials (purchase@purchase.beml.co.in) to reach us on or before **09.07.2019 by 2:00pm.**

3. PART A – Pre-Qualification Bid (Submission of EMD) & Integrity Pact.

3.1 Earnest Money Deposit (EMD):

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.1,76,000/-** (Rupees One Lakh Seventy Six Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore. Bidders exempted from Earnest Money Deposit (EMD) shall submit valid exemption certificate from competent authority as pre qualification bid.

The online payment of EMD amount can be made as mentioned below:

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 1,76,000/-



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Or

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

Payment of EMD amount through DD / Banker's Cheque :

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for Rs.1,76,000/- (Rupees One Lakh Seventy Six Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

3.2 The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate in Sealed envelope duly superscribing the Bid Invitation No. 6300028192 dated 25.06.2019, Closing date 09.07.2019 Time 14:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Asst. General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

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



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Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 1,76,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date i.e 09.07.2019 @ 15.00hrs
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.



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Firms willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name and password for submitting the bids. The bidders have to submit their quotation ON LINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension, clarification etc., if any to the tender will be hosted on BEML website www.bemlindia.com only. Bidders shall regularly visit BEML's website to keep themselves updated.

The bidders/ tenderers shall visit the site and acquaint themselves with the conditions of the work prior to submission of tenders. Please note that no claims will be entertained later on the grounds of ignorance. You may contact **Mr. Ramkrishnappa, Asst. General Manager, Management Services, Corporate Office, BEML Soudha, BEML Ltd., Bangalore @ 080-22963115** for any clarification before submitting the bids.

Any queries/clarification / information / details regarding tender enquiry to be communicated only through email Id: purchase@purchase.beml.co.in.

Any queries related to submission of quotation may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at Phone No.080-22963269, 22963141.

Digital Signature

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on BEML e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.



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4.0 PART B – Submission of Technical Bid (Through e-mode on BEML SRM System)

TECHNICAL CRITERIA

Sl No	Criteria Details	Documents required to be uploaded in Collaboration folder of SRM system in PDF format for evaluating the Criteria(*)
1	<p>The average annual turnover for the last 3 financial years , i.e., 2016-17, 2017-18 & 2018-19 shall not be less than Rs. 26 Lakhs.</p> <p>In case, audited financial results of 2018-19 has not been declared by the agency before the closing date of tender, annual turnover for 2015-16 shall be considered (in lieu of 2018-19) for bid evaluation.</p>	<p>Please upload Audited Balance sheet and profit and loss account statements of last 3 financial years (ie., 2015-16, 2016-17 & 2017-18)</p> <p>In lieu of audited financial results of financial years, audited financial results of calendar years may also be considered as deemed appropriate.</p>
2	<p>Experience of having successfully completed similar Works/labour contracts during last 7 years ending last day of month previous to the one in which Tenders are invited, should be either of the following:</p> <p>a. Three similar completed works costing not less than Rs.35 Lakhs (OR)</p> <p>b. Two similar completed works costing not less than Rs.44 Lakhs (OR)</p> <p>c. One similar completed works costing not less than Rs.70 Lakhs</p>	<p>Please upload work order copy along with work completion certificate for any one applicable (i.e., a, b or c)</p>
3	<p>Not banned / blacklisted /debarred from Trade by any Central / State Government department / Autonomous Institutions or PSU's in India.</p>	<p>Please upload the Undertaking document as per the Enclosure-1</p>
4	<p>An undertaking has to be submitted by the bidders stating that they have read, understood and are agreeing to all the tender terms and conditions.</p>	<p>Please upload the Undertaking document as per the Enclosure-2</p>
5	<p>Brief details about the firm / agency</p>	<p>Please upload the filled in format (sln.1 to 7)as per Enclosure-3</p>

*Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.

Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD. Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.



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5.0 PartC :Price Bid: (To be submitted through e-mode on BEML SRM system)

Please quote the price details in 'Item Data' in the system only as indicated.

Bidder has to quote for all the line items, else their bid shall be rejected.

The details to be entered in the Item Data in the SRM system is as given below:

Please quote your competitive rate works contract for housekeeping at BEML Soudha & Unity Building, Bangalore taking into consideration the scope of work, areas, materials, machines etc., as listed. Your quoted rate includes cost of material, Machines, Labour wages, statutory contributions toward ESI, PF, Bonus, Service Charges, Safety Shoes (01 pair /year), Uniforms (Two Pair/year) etc., and applicable GST/cess/any other taxes.

You are requested to quote Rate per working day

Note:

1. Contract value per year will be worked out for 313 working days and it is fixed for the contract period of two years.
2. Contract value per month will be worked out based on number of actual working days in that particular month.

BEML reserves the right to award the contract to one or more agencies based on the commercial viability. In all the above cases, BEML reserves the right to counter offer against any specific quoted prices of L1 agencies, if they are found high on case to case basis.



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5.1 SCOPE OF WORK:

Area for Upkeep and maintenance work at the premises – BEML Soudha & Unity Buildings at Bangalore.

SLNO	DESCRIPTION	BEML SOUDHA	UNITY BUILDING
01	Floor Area	8390 Sqm	2000 Sqm
02	Wash Rooms / Toilets	35 Nos	09 Nos
03	Roads Open Area	6120 Sqm	-

5.2 Cleaning of toilet / Storm Water Drains:

Work involves cleaning, washing, the toilet blocks including urinals, wash basins, water closet pans, tiled surfaces etc. thrice a day and keeping the area neat & clean always with soap water/phenyl of specified proportion etc. to maintain good hygienic condition. Any blocks in sanitary chambers or sanitary line have to be cleared immediately & maintain storm water drain

5.3 Removal of Cobwebs:

Work involves removal of cob-webs in all the offices & open area .as specified & directed as & when.

5.4 Cleaning of doors, glass shutters of windows /Ventilators etc., at all offices, open areas once in a week or as & when directed in specific areas.

5.5 General works:

Works involves Cleaning of Ground water tanks, sumps, overhead tanks, static tanks or any other jobs assigned by the In-charges at various locations once in three months or as & when required including on holidays/working days during exigencies.

5.6 Sweeping of roads Pathways on daily basis twice in a day & keep neat & tidy always. The first cleaning cleaning to be done at 7 am & subsequent at 2 pm. The swept materials shall be collected and kept in the box/dust bin outside the buildings.

5.7 Roof & Chajja Cleaning including trimming of Small Branches:

Work involves cleaning of all building roofs, chajjas, water outlet pipes for free flow of water, scooter/car parking area as and when required.



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- 5.8 a. Rodent menance : To be controlled
b. Pest Control: Spraying with eco friendly chemicals has to be done once in a week for eradication of both household & open area pests.
c. Fogging: has to be carried out for mosquito eradication twice in a week.

5.9 Shifting of wastage & Salvaged materials to Bangalore Complex as and when required.

5.10 House Keeping Materials – To be used sufficiently

1	ACID
2	AIR FRESHNER (ODONIL)
3	BLEACHING POWDER
4	BRASSO (1000ml)
5	BUCKETS(16Ltrs)
6	CARPET BRUSH
7	CLIP AND FIT REFIL
8	COBWEB BRUSH
9	COCONUT BROOMS
10	COLIN SPRAY
11	DETTOL(500ml)
12	DUST PAN
13	FLOOR MOP CLIP AND FIT SET
14	FLOOR MOP REFILL
15	FLOOR SQUEEZER
16	GARBAGE BAG (SMALL)
17	GARBAGE BAG XL
18	GLASS SQUEEZER
19	HAND BRUSH
20	HANDWASH SOAP/Liquid
21	HARD NYLON BRUSH
22	HARPIC
23	HIT OR Mortein
24	KITCHEN CLOTH
25	MOP CLOTH
26	MUGS
27	NAPHTHALENE BALLS
28	PHENYLE (Taski or Equivalent)
29	PLASTIC SCUBBER
30	ROOM SPRAY Premium Brand



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31	SCORTCHBRITE(BIG)
32	SOAP OIL
33	SOFT BROOMS
34	SOFT NYLON BRUSH
35	SPONGE
36	STEEL WOOL
37	TOILE BRUSH
38	TOILET ROLLS
39	UPHOLSTERY BRUSH
40	URINAL CAKES (HYGIENE)
41	VIM or EXO POWDER
42	YELLOW CLOTH
43	LIZOL
44	DOMEX
45	VIM LIQUID
46	Any other materials as directed

Note :

1. All the above works are to be treated as one Job and the contractor to use sufficient Man power, Materials & Machines to attend the work & keep all the listed areas clean & hygienic.
2. The contractor has to use standard brand cleaning & other materials& should keep sufficient stock.
3. Mechanized equipments have to be used as & when required.



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6.0 TERMS AND CONDITIONS FOR THE CONTRACT

1. The contract shall be for a period of Two years.
2. BEML Limited shall reserve the right to short close the contract by giving One month notice or without notice for breach of contract or without assigning any reason whatsoever.
3. Periodical rotation of the personnel deputed should be ensured.
4. The age of the personnel engaged should be preferably below 60 years.
5. No conveyance / accommodation shall be provided by the Company.
6. Personnel engaged shall be on duty in the shift of 8 hours duration.
7. In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
8. Personnel engaged should ensure perfect discipline and behaviour and diligent performance of duties and in no circumstances they may cause any interference, annoyance or nuisance to the officials of the Company.
9. The Personnel shall report for the duty in uniform and shoes, which are to be provided by the Agency/Contractor.
10. Canteen facilities - tea & coffee will be provided for the personnel who are on duty, twice a day free of cost.
11. The Supervisor should ensure control over their personnel, reporting of personnel, their detailment, etc.
12. The agency should make their own arrangements to provide accommodation to their staff.
13. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc. (But payment will be made only for the day of attendance to the duty).
14. Agency should provide all equipment in good condition as per requirement.

PAYMENTS:

1. Payments to be made on or before 7th of each month through bank against the services rendered during the previous month, after certification of the satisfactory completion of the job during that month duly recommended by the Management representatives. No deductions other than statutory shall be permitted.

The payment to the contractor shall be released within 7 days from the date of submission of bills by the contractor to HRD the Management services Department and all efforts shall be taken to clear the bills at the earliest



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subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the monthly wages / salary to his labourers within the prescribed time limit i.e., on or before 7th of each month for disbursing the wages in accordance with the contract labor (Regulation and Abolition) Karnataka Rules – 1974, without correlating to his monthly bills. Such payments will be made through bank account.

1. The Contractor shall ensure that all the staff engaged by him and deputed are covered under ESI Act/PF Act. The list of such staff shall be submitted to the Management Services Department.
2. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from management representative concerned.
3. The contractor should submit the bills (i.e. Inclusive of employers' contribution towards PF, ESI, EDLI, etc along with the filled in PF, ESIC challans only in case of BEML works to The Management services Department latest by last working day of the month. Delay in submission will automatically result in delay of release of payment. However, contractor should ensure payment to the labourers on or before the 7th of every month. Contractor has to ensure that all the personnel engaged have opened bank accounts in individual names and payment to be made through Bank within one month from the date of awarding contract
4. The contractor has to maintain Register of Wages, Muster Roll, ESI Contribution Register and all other Registers, Returns as per statutory requirements and the same shall be under the custody of BEML Management. In addition the register of wages shall be in the format as prescribed by Contract Labour (Regulation and Abolition) Act 1970, Form – XVII, Form-22 under the Payment of Wages Act, Form-7 under ESI Act and no column left blank except those of date of disbursement of Wages, Signature of Contractors and Management Representatives and Contract Personnel on the document. On receipt of valid claim from the Contractor duly certified by the Management Representatives in HR Department, Accounts Department online payment will be made for the Net Payable amount to Contract Labourers subject to fulfillment of statutory requirement.

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7.0 Penalty Clause

SL	Description	Penalty
<u>A. To be Ensured</u>		
1	To produce Contractors All Risk Policy within 15 days from the order.	0.5% of monthly contract bill will be deducted/week subject to max of 2%. In each month.
2	Stitched uniform, shoes, socks to be supplied within 30 days from the date of order	0.5% of monthly contract bill will be deducted/week subject to max of 2% in each month.
3	The contractor shall obtain labour license from the competent Authority within thirty days of issue of work order and submit it to the officer - in -charge.	0.3 % of monthly contract bill will be deducted / week subject to max of 1%
4	The contractor shall engage labours who have police verification certificate if not should apply with the concerned authority before engagement and obtain obtain certificate within 30 days	0.5% of monthly contract bill will be deducted In first month & 1% from second month onwards
5	Monthly wages to be paid on or before 7th of every month	0.5% of RAR bill value for every 1 days of delay from the contract bill.
<u>B. Things to be treated as Complaints</u>		
6	Minimum one supervisor should be available on any working day.	If there is any short fall, a penalty of Rs.1000/- will be imposed per man day
7	Sufficient Labours should be available & In case of any complaint towards Non performance of the assigned job on any working day.	1 % of RAR bill value for every complaint.
8	Any shortage of materials any day	Proportionate deduction will be done from the pending bills as recommended by contract in charge.
9	Any complaints received (over & above 6,7,8) per month from the user departments regarding non satisfactory performance of any of the works as detailed in the scope of works	a) 1 complaint - 1% monthly bill b) 2 to 3 complaints - 3% monthly bill c) 4 to 6 complaints -5% monthly bill d) 7 to 10 complaints -10% monthly bill e) >10 complaints -20% monthly bill



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8.0 OTHERS

8.1 After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, the agency forfeits its EMD & such agency's orders will be cancelled without any notice, apart from initiating legal action.

8.2 BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.

8.3 The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

8.4 Fax/email quotations are not acceptable.

1. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 90 Days from the date of bid opening.

In exceptional circumstances, BEML may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

2. The Company shall be entitled to forfeit the whole or any part of the Security Deposit/ Performance bank Guarantee for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.

3. Quotation without EMD or insufficient EMD will be rejected outright.

4. Performance Bank Guarantee(PBG):

The successful tenderer, before commencement of the Contract will have to furnish a Performance Bank Guarantee for an amount equivalent to one month Contract Bill from any Public Sector Bank, to ensure safe operation of the contract. The Bank Guarantee should be valid up to 3 months AFTER EXPIRY



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OF THE CONTRACT covering the claim period. The Bank Guarantee (without any interest) will be returned to the contractors after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract. The decision of the Chief General Manager (Finance), Corporate Office, Bangalore will be final with regard to the encashment of Bank Guarantee.

5. The Company (M/s. BEML Limited) reserves the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.
6. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender.
7. **PERIOD OF CONTRACT:** The contract shall remain in force for a period of TWO YEARS from the date of commencement of the contract with an option for the company (M/s BEML Limited) to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above works, if required.
8. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and all other statutory requirements.
9. **LICENCE:** The successful tenderers should submit valid license issued by the Competent Authority under Contract Labour(R&A) Act 1970, before commencement of job after receiving the Form V, on awarding of Contract. Contract will be deemed cancelled in case the required license is not produced within the period of 15 days and BEML Limited will have right to place the contract on other contractors as per its discretion at a later stage at the risk and cost of the contractor duly forfeiting the EMD from the successful Contractor, who has failed to produce the requisite licence within the prescribed time limit.



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10. PAYMENT OF MINIMUM WAGES :

The Contractor shall ensure payment of Minimum Wages prescribed by Central Government from time to time to the staff engaged through the Agencies.

11. The Contractor should maintain all Registers and Records / Returns required for ESI / PF payment, Payment of Wages Act, Minimum Wages Act, Bonus Act, Contract Labour(R&A) Act 1970, etc and under any other statute and produce them for verification as and when called for by the Company / Inspecting authority.
12. The Contractor shall duly observe the provisions of the Contract Labour (R&A)Act-1970 and the rules there under and also the provisions of all other laws, including Industrial Dispute Act, Factories Act, Employees State Insurance Act, Employees Provident Fund and MP Act, Payment of Minimum Wages Act, Gratuity Act, Payment of Bonus Act as may be applicable to him and his Employees and keep the Company(BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his Employees on any account against the Company.
13. The Labourers employed for executing the work in this contract shall be trained, healthy and able bodied persons, capable of doing the work for which their services are intended. They shall be above 18 years and preferably below 60 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.
14. The labourers are liable for verification of their Character and Antecedents. However, the Contractor should ensure supply of labourers with clean Character and Antecedents.
15. In the event of the Contractor failing or neglecting to carry out the work as specified and as required by the Company (BEML Limited), the Company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit/ Bank Guarantee OR any



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part thereof remaining to the Credit of the contractor and at its option also be entitled to terminate the contractor.

16. **ACCIDENT**

- i) The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI Act and PF Act from the very 1st day of the engagement.
- ii) The contractor will make proper arrangements for medical attention and treatment to the staff.
- iii) The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.
- iv) In respect of disputes arising under this contract or connected, the court situated at Bangalore alone shall have jurisdiction to entertain and adjudicate the matter.



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9.0 GENERAL TERMS & CONDITIONS:

Purchaser/Company refers to "BEML" and Contractor/Supplier refers to "Successful Bidder" in this tender.

(i) ARBITRATION :

For PSUs : In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator 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.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should 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



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Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the



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Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

(v) **BRIBES AND GIFTS:**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under Clause -12 hereof. Any question or dispute as to 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.

(vi) **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contact & its execution and delivery or to third parties. The Supplier



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shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

(ix) **DURING ARBITRATION**

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The 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.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the



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Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

SEXUAL HARASSMENT:

The Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the successful bidder:

The successful bidder (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. The successful bidder (s) will not commit any offence under the relevant Acts. The successful bidder (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.

The bidder (s) will not enter with other Firm (s) / bidder (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the bidder(s), before award or during execution of the Service 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 successful bidder (s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.



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10.0 SPECIAL TERMS AND CONDITIONS:

1. Contractor has to make payment to the Labours as per the minimum wage act. Any hike in wages, DA & corresponding increase in statutory levies etc has to be borne by the contractor during the contract period.
2. The contractor shall pay the wages to the workers on or before 7th of every month without fail.
3. Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers and work certification from the user department for processing of the monthly bills. Payment will be made within ten days against the submission of all documents as detailed above.

NOTE : Similarly contractor has to submit the GST challan having submitted the GST, & filing the return (uploading the data into the GST portal) on monthly basis.

4. The contractors shall maintain registers as per Gazette notification no. 126 dated 21-02-2017 (ie., Form -A, B,C,D & E)
5. The Contractor shall obtain labour licence from the competent authority (Central Government) within thirty days of issue of work order and submit it to officer – in –charge.
6. The contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. The Contractor shall also provide to the EIC, a Consolidated statement showing the month- wise summary statement of the payments made against each labour.
7. The work shall be carried out in all the areas & offices, Labour shall be engaged ON ALL WORKING DAYS as per requirement and as directed .
8. Minimum 1nos supervisors & SUFFICIENT no of manpower should be available on any working day (Please indicate the no of manpower proposed for records)
9. The contract will be in force for a period of two years from the date of commencement of the contract & further, the contract may be extended for a period of one more year on mutual consent basis by keeping all the rates terms & conditions of Purchase order as constant.
10. The contractor shall engage labour s who have police verification certificate if not should apply with the concerned authority before engagement and obtain certificate within 30 days



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ENCLOSURE - 1

TENDER No: 6300028192

Date: 25.06.2019

UNDERTAKING

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: _____



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ENCLOSURE - 2

TENDER No: 6300028192

Date: 25.06.2019

Undertaking

To:

The Asst. General Manager (Corporate Materials),
M/s. BEML LTD
Bangalore-27

Dear Sir,

Having examined the Bid # 6300028192 dated 25.06.2019 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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ENCLOSURE - 3

TENDER No: 6300028192

Date: 25.06.2019

Details to be filled / uploaded by the Participating Firm / Agency.

Sl. No.	Description	Details to be filled / uploaded	
1	Name of Firm / Agency		
2	Name of the owner of the firm / Agency		
3	Address of the Firm / Agency		
4	Postal address for correspondence (with name of the contact person) with telephone number, fax and e-mail ID		
5	GST Registration Number	Please upload copy of GST registration certificate	
6	PAN details of the firm / agency with a copy of PAN Card	Please upload copy of PAN Card.	
7	Please indicate your Licence No. (Presently applicable in other company) under contract. Labour Regulation and abolition) Act 1970 & the rules there under.	Please upload the details.	
8	Details of Annual Turnover for the previous 3 years i.e., for the period FY 2016-17, 2017-18, 2018-19 (in Rs. Lakhs)	Financial Year	Annual Turnover
		2016-17	
		2017-18	
		2018-19	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____