



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: 6300028193

Date: 25.06.2019

TENDER DOCUMENT

**Request for Quotation for
Contract for Maintenance/Messengerial Services &
Electrical Services at BEML Soudha & Unity Buildings,
Bangalore for a period of 2 years**

**Asst. General Manager
Corporate Materials.**



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.

**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	3 to 7
2	Part – B Technical Bid	8 to 12
3	Scope of work	13 to 15
4	Terms & Conditions	16 to 32
5	Enclosures (1 to 5)	33 to 35
3	IP format	36 to 41

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 and duly signed Integrity pact along with its annexure.

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.5,46,000/-** (Rupees Five Lakhs Forty 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 5,46,000/-



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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.5,46,000/- (Rupees Five Lakhs Forty Six Thousand Only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

3.2 Duly signed **Integrity Pact (I.P.)** in original with seal of the firm by the tenderer along with its enclosure. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an '**Integrity Pact**'. The Integrity Pact envisages an agreement between the prospective bidder and the Company committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those Bidders, who have entered into an Integrity Pact with the Company, would be eligible to participate in tendering with the Company. The specimen of the Integrity Pact which is part of tender documents is enclosed at Annexure-A and same has to duly filled and signed with seal by the authorized signatory of the bidder along with signature of witnesses indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed Shri.Arun Prakash Sharma as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as below :-

Shri. Arun Prakash Sharma
B-1343,Palam Vihar,
Gurgaon, Haryana-122017
Ph:+91-124-4088681
Mob:- +91-9810388681
email :- aps2008@yahoo.co.uk

Shri. Ajay Kumar,
2601, Tower-C,
Ashok Tower, Parel,
Mumbai – 400 012
e-mail: Ajai.kumar3@gmail.com



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- 3.3 The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / online payment along with Integrity Pact (I.P) shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300028193 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.

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

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.



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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. 5,46,000/- 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 @ 080-22963106** 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. 82 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., 2016-17, 2017-18 & 2018-19)</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 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.110 Lakhs OR</p> <p>b. Two similar completed works costing not less than Rs.137 Lakhs OR</p> <p>c. One similar completed works costing not less than Rs.218 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 (slno.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 & Integrity Pact. 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 Part C :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:

5.1 SERVICE CHARGES PER LABOURER FOR EACH WORKING DAY

SL. NO.	DESCRIPTION OF CONTRACT LABOURERS	CATEGORY OF CONTRACT LABOURER FOR PAYMENT	No. OF LABOURERS PRESENTLY REQUIRED	SERVICE CHARGES PER WORKING DAY PER PERSON* in Rs. (inclusive of applicable GST)
SKILLED / UNSKILLED LABOURERS:				
1	Supervisor	Skilled	01	
2	Office Assistants	Skilled	02	
3	Carpenter	Skilled	01	
4	Telephone/ Technician/Wire man	Skilled	01	
5	Plumber	Skilled	01	
6	Drivers	Skilled	01	
7	Electrical Maintenance Supervisor	Skilled	01	
8	Electricians (including Supervisor)	Skilled	08	
9	Mason / Painter	Semi skilled	01	
10	Lift Operators	Semi skilled	02	
11	Asst. Cook	Semi skilled	02	
12	Canteen/pantry Boys	Unskilled	02	
13	Messengerial Staff	Unskilled	27	
14	Bungalow Attendants	Unskilled	05	
16	IT Engineer Trainee	Engineer	01	
<p>*Service Charges per working day per person inclusive of "Prescribed Uniforms (Pant / Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals" which are to be provided by the Contractor as per details given below: Uniform : 2 sets per year Shoes & Chappals : 1 pair per year Socks : 2 pairs per year Wherever essential, contract labourers to be provided with hand Gloves, Face mask, electrical Shoes etc. by the Contractor.</p>				

NOTE: *MINIMUM WAGES AS FIXED BY CENTRAL GOVERNMENT, STATUTORY PAYMENT TOWARDS EMPLOYER'S CONTRIBUTION FOR PROVIDENT FUND (13.61%), ESI(4.75%), ANNUAL BONUS 8.33% Per Annum /Per person GST AS APPLICABLE



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SHALL BE MADE GOOD BY BEML LIMITED. THE CONTRACTOR IS REQUIRED TO QUOTE SERVICE CHARGES PER LABOURER PER WORKING DAY.

Determination of lowest bidder (L-1):

Lowest bidder shall be determined on daily charges basis. Total charges per day shall be calculated as below:

SINo	Category	Total per Day (Rs)
1	Skilled	(Service Charges per Working Day per person) X (no. of labourers i.e. 16 Nos) + applicable GST
2	Semi-Skilled	(Service Charges per Working Day per person) X (no. of labourers i.e. 5 Nos) + applicable GST
3	Unskilled	(Service Charges per Working Day per person) X (no. of labourers i.e. 34 Nos) + applicable GST
4	Engineer	(Service Charges per Working Day per person) X (no. of labourers i.e. 1 No) + applicable GST

- ❖ L-1 will be arrived on the sum of total charges per day for above categories, considering the lowest.
- ❖ For payment purpose, the no. of actual working days will be considered per month to make monthly payment.
- ❖ For Electrical Services all 3 shifts to be operated- based on No. of working days in a month.

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

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.

5.2 SKILLED JOB DESCRIPTION

A. PLUMBING (Requirement of One Plumber everyday)

1. To take care of uninterrupted water supply, both for drinking and for service purpose.
2. Attend to all plumbing works relating to the water supply and sanitation.
3. Ensuring proper functioning of cisterns, flush tanks, wash basins, Urinals, bottle traps, floor traps, gully traps and inspection chambers etc., including Repairs of leaking lines, joints, connections etc.,
4. Removal of internal and external blocks in the drainage system and ensuring free flow condition.
5. Replacement of Sanitary fixtures as per requirement.



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6. The cost of minor materials involved such as screws, washers, nails, thread and any major part of the fittings which are to be replaced due to maintenance will be supplied by BEML Limited.

B. CARPENTRY (Requirement of One Carpenter everyday)

1. Attend to all carpentry works as and when there is a requirement.
2. Attend to any other civil works that may be entrusted, from time to time.
3. Polishing of furniture as and when required.
4. The cost of minor materials involved such as screws, washers, nails, thread, Fevicol, and any major part of the fittings which are to be replaced due to maintenance will be supplied by BEML Limited.

C. MASONARY (Requirement of One Mason everyday)

1. Attend to any other civil works, minor painting etc that may be entrusted, from time to time.
2. The cost of minor materials involved such as cement, paint etc, and any major part of the fittings which are to be replaced due to maintenance will be supplied by BEML Limited.

D. TELEPHONES (Requirement of One Technician everyday)

1. Attend to all minor repairs of Telephone Instrument, Wiring of Cables etc., from (D/B) to end users.
2. Attend to any other Electrical/Telephone works that may be entrusted, from time to time.
3. The cost of minor materials Electrical switches, Plug, Fuse, wires and other materials and any major part of the fittings which are to be replaced due to maintenance will be supplied by BEML Limited.

E. CONTRACT DRIVERS

1. Should possess VII STD pass certificate and a valid light motor vehicle driving license with minimum 03 years driving experience. Preferably within 45 years of age and ex-servicemen.
2. They should be polite with pleasing manners, co-operative and disciplined. Should work as per requirement including during holidays / odd hours and outstation duties as and when required.
3. Drivers should be in white uniform and cap.
4. The list of drivers who will be deployed for BEML's duty and also that of substitutes in case of absence of the originally allotted driver should be furnished.
5. They should maintain logbook recording the distance covered and the places visited, the total mileage covered should be entered on daily basis (opening and closing meter readings) from office to office.



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6. Copies of the qualification, address proof, character and antecedent's certificate with the driving license should be submitted.
7. The list of eligible applicants should be forwarded to us for selection at our end.

F. ELECTRICIANS:

Electrical Maintenance Service Contract for the premises i.e., at Beml Soudha, Unity Buildings, Guest Houses & Apartments in Bangalore: to Operate & Maintain (O & M) the Electrical Equipment enclosed with necessary experience, proper license from Government Authorities, expertise resources, financial capabilities etc, so as to optimize the operations & to ensure the required uptime of various equipments.

The following are the details of BEML premises to be maintained

Locations

- 1) **BEML Limited,**
BEML Soudha, No. 23/1,
4th Main Road,
Sampangirama Nagar,
BANGALORE – 560 027.
- 2) **BEML Limited,**
Unity Buildings, 3rd, 4th & 5th Floor,
Unity Buildings,
JC Road,
BANGALORE – 560 002.
- 3) **BEML Transit House,**
½, Halasuru Road,
Bangalore – 560 008.
- 4) **BEML Transit House,**
82, Halasuru Road,
Bangalore – 560 008.
- 5) Director Bungalows 4 No., Indira Nagar – 1, JP Nagar – 2, Koramangala – 1
- 6) BEML Regional Office, Haudin Road Cross, Ulsoor Road, Bangalore-560008
- 7) Apartments mentioned below:
 - A) Hoysala Apartments – 9 No., Cunnigham Road
 - B) National Games Village Apartments – 10 No., Koramangala
 - C) Gulmohar Apartments – 1 No., Richmond Town
 - D) BEML Apartments – 16 No., Koramangala
 - E) BDA Apartments – 6, BTM Layout
 - F) Any other premises as needed



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6.0 Scope of Work / Services Required

Your Services shall cover Engineering Services such as:

- a. HT & LT installations
- b. HVAC Systems, Operation & Maintenance
- c. Fire Detection & Fire Fighting Systems
- d. Structured Cabling & Maintenance
- e. Operation and Maintenance of all Electrical Networks, Transformers, HT/LT Yard, Panels Batteries, All Circuit Breakers, Automatic water level controller etc.,

The scope of work will include, but not limited to providing comprehensive & effective Engineering Maintenance (Operation and Maintenance) Services. The scope also includes monitoring of the lighting and power distribution of all occupied / service areas / Elevators and facilities. This also covers:-

- Complete Electrical distribution systems including panel boards, distribution boards, energy meters, generator panels and AMF panels.
- Back-up power diesel generators.
- UPS system with battery banks
- Luminaries, fittings and fixtures
- Coordination with Landlord (Unity Buildings) maintenance team for all maintenance operations including shut-downs and breakdowns.
- Routine, Preventive & Predictive Maintenance activities for all installations.
- Prepare critical spare lists and maintain consumable / spare inventory at all times.
- Carry out minor repairs and modifications for moves and alterations. Any other specific service not listed above, but which is forming part of the category of service as may be required in due course.
- To work out a detailed preventive maintenance schedule for all equipments, with inputs from user & equipment supplier. Ensure adherence to the schedule, both of own & that of AMC agencies. Even though the equipments are on AMC, daily checking & first level of maintenance is in the scope of this agency. To co-ordinate with various agencies for the maintenance activities.
- To attend to breakdown / emergencies on priority & ensure its restoration within specified time. All maintenance activities need to be recorded & presented in the prescribed format. All breakdowns must be analyzed for its root cause & report submitted as prescribed
- Logbooks/registers to be maintained at the premises including attendance, incidents, handover/takeover, assets, emergency contacts, all equipment logs (HVAC, UPS, Electrical distribution, Generators, Fire alarm / Fire detection etc), These have to be properly and duly filled by the Engineering Maintenance staff and got endorsed from BEML at premises on a daily basis.
- All housekeeping works at Bungalows should be carried out by the bungalow Attendants.
- Supervisors should be responsible for carrying out day to day works.



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ROUTINE JOBS TO BE CARRIED OUT

- 'A' check for the Diesel generator
- Maintaining the DG Log Books
- Maintaining normal temperature at all critical areas.
- Recording the A/C readings.
- Checking of all power sources (Like all DBs, Circuit breakers, Relays, Fitting and Fixtures, HT / LT Panels, Capacitor Panel, AMF Panel, etc.).
- Internal / External electrical daily checks (Stair case and lobbies, Basements / Parking / Ramps common area and all floors (Internal) etc.).
- Break down calls 'Round the Clock'.
- Preventive Maintenance jobs.
- Recording of EB readings.
- Substation and H.T. Yard cubicle.
- Monitoring of Earth resistance and power factor
- Operation of lifts day to day operation.
- Checklist for the Transformer yard, RMU, HT KIOSK, etc.,
- Water Pumps and Fire pumps etc.,
- Monitoring of earth resistance and power factor.

Supervisor and Man Power :-

Electrical Supervisor / Electrician / DG Set Operator.

Required Trained / Licensed manpower with ITI Electrical / Diesel Mechanic, Diploma in Electrical / Mechanical with Wireman license (issued by the Directorate of Electrical Inspectorate of Govt.). At least 5 years of working experience in Multi Storey Buildings & Hi-Tension Line may be produced for the above work.

Reports :

Various records & reports needs to be maintained & generated by the agency within the time frame specified both in soft and hard formats.

Logbooks / registers to be maintained at the premises including attendance, incidents, handover / takeover, assets, emergency contacts, all equipment logs (HVAC, UPS, Electrical distribution, Generators, Fire alarm / Fire detection etc). These have to be properly and duly filled by the Engineering Maintenance staff and got endorsed from BEML at premises on a daily basis.



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LIST OF EQUIPMENTS TO BE OPERATED AND MAINTAINED

<u>A. ELECTRICAL MAINTENANCE SERVICE AT SOUDHA</u>	
1	11 KV/415V, 500 KVA ONAN type transformer- TEC – 2Nos
2	11 KV, OCB Panel consisting of 4 No. 800A OCBs GEC Make & Metering Panel – 1 panel
3	Main LT panel consisting of 1 No. 1600A ACB C&S Make, 4 No. 800A ACBs C&S Make and SFUs C&S Make, etc., – 1 Panel
4	Capacitor Panel 300KVAR (25KVAR * 12) – 1 Panel
5	Two DG sets (380 KVA/360 KVA) – BEML Make Engine with Stamford Alternator.
6	Risers, Main and Sub Distribution Boards
7	Power sockets & general equipments such as UPS-40KVA- 2 No., 11KVA-1No., Lifts -2no .
8	Inspection and Maintenance of all Electrical Fittings such as Lights, Fans, Power Points etc.
9	All Points of Generator Supply connection to the points.
10	All Electrical Fixtures & Fittings including switches/plugs/sockets etc. for power & 5Amps.
11	Data centre DG set 160 KVA – 1 No., UPS – 60 KVA – 2 Nos., Air conditioners etc.
<u>B. ELECTRICAL MAINTENANCE SERVICE AT UNITY BUILDINGS</u>	
1.	11 KV/415V, 315 KVA ONAN type transformer – 1 Nos
2.	11 KV, VCB Panel consisting of 1 No. 800A VCB MEI Make & Metering Panel – 1 No. and ACB Panel of 1 No. 630A ACB Merlin Gerin make
3.	Main LT panel consisting of 2 No. 630A ACB Merlin Gerin Make, 3 No. 200A MCCBs, 4 No. 100A MCCBs etc., – 1 Panel
4.	Capacitor Panel 80KVAR (10 * 12 + 20 + 40) – 1 Panel
5.	DG sets 360 KVA – BEML Make Engine with Stamford Alternator – 1 no
6.	Distribution Panels with MCCBs
7.	Power sockets & general equipments such as UPS-20KVA-2 nos. etc.
8.	Inspection and Maintenance of all Electrical Fittings such as Lights, Fans, Power Points
9.	All Electrical Fixtures & Fittings including switches/plugs/sockets etc. for power& 5 Amps
<u>C. ELECTRICAL MAINTENANCE SERVICE AT TRANSIT HOUSE AND EXECUTIVE TRANSIT HOUSE.</u>	
1.	Main Metering and Distribution Panel
2.	Power sockets & general equipments.
3.	Inspection and Maintenance of all Electrical Fittings such as Lights, Fans, Power Points
4.	All Electrical Fixtures & Fittings including switches/plugs/sockets etc. for power& 5 Amps
5.	2 Nos. DG sets, 15 KVA & 30 KVA each, UPS 1.5 KVA & 3 KVA

Evaluation of Bids:

Envelopes received as per **Part-A** above will be opened first and subsequent to realization of DD (towards EMD) and receipt of duly signed integrity pact, technical evaluation of those bids will be carried out in line with **Part-B** and Price bids of such agencies/ firms whose technical bids are qualified as per tender terms, will be



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opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

7.0 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 45 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 the Labourers engaged should 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.



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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 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 or in the presence of BEML Management's representative.

2. 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.
3. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from management representative concerned.
4. 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
5. 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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6. Disbursement of wages will be made in presence of Agency's Supervisor with BEML Representatives from HR Department and Accounts Department.
Compensations Leviable on Service Charges:

SL	Description	Compensation Leviable on Service Charges	Maximum Compensation Leviable on Service Charges
01	Should cover all the contract workers under CONTRACTOR ALL RISK COVERAGE POLICY	Service charge will be with held till producing policy	
02	Daily attendance details to be submitted to HR monthly latest by 3rd of every month with co-ordination of user Department	0.5% per week of delay from the contract bill	5% of the contract bills.
03	Monthly wages to be paid on or before 7th day of every month If delay in making payment	1% per day of delay from the contract bill	10% of the contract bills.
04	Bonus bills to be submitted within the stipulated date declared by management.	0.5% per week of delay from the contract bill	5% of the contract bills.
05	Uniform & Shoes (personnel protective equipments wherever applicable) to be issued within 10 days from the date of release of the work order	0.5% per week of delay from the contract bill	5% of the contract bills
06	Bank A/c opening & payments through BANK within one month from the date of awarding contract	Service charges will be withheld till payment is made through Banks	
07	Delay in remittance / filling of returns of PF /ESI contribution / periodical returns to Labour Authorities	Till the remittance of contribution / filling of returns monthly basis service charges will be withheld	



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8. 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 OF THE CONTRACT covering the claim period. The Bank Guarantee (without any interest) will be returned to the contractors after successful completion of



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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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9. PAYMENT OF MINIMUM WAGES :

- a. The Contractor shall ensure payment of Minimum Wages prescribed by Central Government from time to time to the staff engaged through the Agencies.
- b. The Minimum Wages payable per month to the contract personnel for 8 hours work per day in a month on actual working days basis inclusive of holidays will be as per the Minimum Wages notified by the Central Government.

Any variation in Minimum Wages notified by the Central Government from time to time will be made good by BEML Limited on documentary proof i.e. any increase will be paid by BEML Limited

10. Other facilities to be provided to the Contract Labourers by the Contractor. No extra amount will be paid for the same.
 - i) Prescribed Uniforms (Pant & Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals to be provided by the Contractor.
 - Uniform : 2 sets per year
 - Shoes & Chappals : 1 pair per year
 - Socks : 2 pairs per year
 - ii) Wherever essential, contract labourers to be provided with Gloves, Face mask etc.
11. The Employees' ESI Contribution at the rate of 1.75 %(as applicable currently) shall be recovered from the wages of each staff.
12. The Employer's ESI contribution at the rate of 4.75% shall be borne by the Company (BEML) and paid to the Contractor every month on production of proof of payment to the concerned authority.
13. The Employees' contribution of Provident Fund shall be at the rate of 12% of wages (as applicable currently) and the same shall be recovered from the wages of each personnel.
14. The Employer's contribution of the Provident Fund at the rate of 12% of wages shall be borne by the Company and paid to the Contractor every month on production of proof of payment to the concerned authority. Out of the Employer's share of 12%, 8.33% shall be diverted towards Employee Pension



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Scheme account and the remaining 3.67% of Employer's contribution to be added to Employee's contribution of provident Fund.

15. The miscellaneous payment/ contribution such as Provident Fund Administrative charges, EDLI Contributions and EDLI Administrative charges shall be paid at the rates indicated as under and the same shall be borne by the Company (BEML Limited), on production of proof.
 - i) PF Administrative charges - 0.85%
 - ii) EDLI Contribution - 0.50%
 - iii) EDLI Administrative charges - 0.01%

TOTAL 1.36%
16. The copies of challans for having remitted ESI and PF contributions only in case of BEML Contract shall be enclosed to the bills along with the statement/ returns as applicable showing the recoveries etc. for auditing the wage bill for that month without exception and the same should be co-ordinated by the HR Department of Corporate Office, Bangalore.
17. The tenderers should quote his /their Organization's Registration/ Code number for the registrations with ESI/PF authorities of Karnataka State only. The tenderers who are not having registration in Karnataka should apply and arrange for the same before the contract is awarded, failing which his tender will be rejected.
18. Tenderers having ESI/ PF Code No. only need to apply and the tenders of the tenderers not having ESI/ PF Code No. will be summarily rejected.
19. The Contractor should employ only ESI registered Staff for this work. Staff without ESI No. will not be allowed to work against this Contract.
20. All statutory remittances of PF and Employee's Pension contributions recovered from the contract staff along with the Contractor's matching contribution, EDLI charges, EDLI Administration charges and PF inspection charges should be made directly to Regional Provident Fund Commissioner, Bangalore as per procedure laid down by him. After remittance, the contractors have to forward remittance challans to RPFC for their records.
21. The Contractor will assist RPFC in settlement of the claims of the employees, whenever such claims arise, either due to termination, discontinuation or death.
22. The extension of ESI and PF benefits to the staff of the Contractors will be available only during contract period. After the contract is completed,



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Contractor's employees may in accordance with the PF rules, withdraw PF amount transferred to their PF Account with the new employers.

23. 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.
24. 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.
25. 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 45years 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.
26. The labourers are liable for verification of their Character and Antecedents. However, the Contractor should ensure supply of labourers with clean Character and Antecedents.
27. 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 part thereof remaining to the Credit of the contractor and at its option also be entitled to terminate the contractor.
28. **ACCIDENT**
 - a. 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



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- shall be covered under ESI Act and PF Act from the very 1st day of the engagement.
- b. The contractor will make proper arrangements for medical attention and treatment to the staff.
 - c. 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.
 - d. 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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11.0 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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12.0 TERMS AND CONDITIONS:

1. Contractor shall be responsible for implementing the provision of the contract labour act in toto and also be responsible for any repercussion arising there from for non-compliance thereof. Contractor shall comply with all the requirements of various labour laws and acts such as payment of Wages Act, Employer's liability Act, workmen's compensation Act, ESI Act, Contract Labour (Abolition & Regulations) Act, Minimum Wages Act etc., at your expenses and shall maintain all Registers and Records required for ESI, PF, payment of wages, Bonus Licences etc., under the statutes and produce them for verification as and when called for required by the Government authorities for engaging Labour. In the event you fail or neglect to pay any amount due by you under the various laws and acts, BEML is entitled to withhold the same from any amount payable to you and remit the same to the concerned authorities and such payment shall be binding on you.

The agency shall carryout the work as per the programme or as directed by the BEML Management from time to time. The agency will be responsible to ensure payment of Minimum wages as notified by the Central Government from time to time and other statutory requirements viz., PF, ESI, Bonus etc., to the personnel deployed. In case, Wages/VDA are changed by the Government, the same will be made good by BEML to the agency for disbursement to be deployed personnel. However, the relevant notification of applicable Central wages is to be submitted by the agency.

ESI/PF remittance proof along with ESI/PF recovery statements as may be applicable shall be produced. On receipt of the bill with all these details, the officer in-charge will arrange processing the bills for payment.

2. Contractor shall be solely responsible for payment of wages, bonus and other dues and for deduction of statutory dues like PF, ESI etc., in respect of your labourers who are engaged in the premises of BEML for carrying out the various duties covered by this agreement and BEML shall not be responsible for payment of the same and produce valid documents. However, should BEML be called upon to pay the amount due and payable to you as per this agreement. You are also solely responsible in the matter of coverage of your labourers under various statutes, maintaining of registers and submission of returns pertaining to your laborers in BEML premises, under various statutory enactments including Workmen's Compensation Act which are applicable to them. BEML shall not be responsible for any payment of any amount, any penalty or fine imposed on you (your organization) for any defaults under such statutes and should BEML be called upon to pay any such amount, penalty or fine, you shall make good such sums as paid from the amounts due and payable to you. You shall hereby agree to pay all the statutory



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payments like PF, ESI, etc., in respect of your laborers directly to the said authorities and agree to keep BEML fully indemnified and harmless against any such claims against it from these authorities.

3. In the event of any accident / injury / disablement, you shall arrange to pay the requisite compensation legally payable to the concerned worker / dependents and also indemnify BEML in case of any claim arising there from later. The Contractor shall secure and maintain during the term of this agreement, accident insurance with medical coverage and any other insurance required by applicable law, decree or regulation to be carried on by the Contractor's personnel performing services under this Agreement. BEML shall not be responsible for any injury / accident to any of Contractor's employee / laborers.
4. The total area to be covered for the details of the job indicated, will be the entire open area in BEML Soudha as well as the built-in-area covering ground floor, first floor, second floor and third floor, including corridors, ramp areas, staircases, etc., and Unity Bldgs, Guest House – Exe. & VIP & Company Accommodation.
5. BEML reserves the right to withhold payment, as decided by the management, in case it is found that you have not performed the job entrusted to you satisfactorily or when the personnel to be engaged by you are not present themselves, or are not available during the office hours. Shall ensure that the premises of the company are kept and maintained satisfactorily according to the standards required from time to time.
6. Contractor shall submit the credentials of the persons deployed, shall provide bio-data and full addresses of all persons to the Company who would be attending to the work at the Company's premises. Police Verification Certificates is essential for personnel engaged by the contractor. The company reserves the right to permit only those of the contractor's workers who have been cleared by the Company from its security point of view to work at their premises. Shall deploy sufficient number of personnel to be available during Office hours and attend to the above works as directed by the BEML authorities. Uniforms consisting of Electrical safety shoes shall be provided. Shall provide identification badge / card with photograph. You shall ensure that all persons employed by you for carrying out the various duties as per this agreement shall conduct themselves subject to the rules and regulations of the company with regard to discipline and security. Contractors must carry adequate Workers Compensation insurance. Safe Work Method Statements must be completed for all routing work. Contractor must comply with relevant



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occupational health and safety legislation and regulations. All employees shall be covered under ESIC. Shall arrange Safety training and national safety council and shall be conducted one in a year (Fire safety and electrical safety.) Personnel shall be provided with safety belts, all basic and special engineering tools and equipments required to carry out maintenance activities including digital thermometer / multimeter, meggers, ammeter, etc.,.

7. Contractor shall carry out duties on all working days 24/7 and on holidays also, at no additional cost. Deductions will be carried out in the amount payable for the services not provided on day to day basis (including men & material).
8. Any taxes including Income Tax or levies imposed as per law shall be recovered and remitted from the amounts payable to you.



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ENCLOSURE - 1

TENDER No: 6300028193

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: 6300028193

Date: 25.06.2019

To:

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

Dear Sir,

Having examined the Bid # 6300028193 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: 6300028193

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 2015-16, 2016-17, 2017-18 (in Rs. Lakhs)	Financial Year	Annual Turnover
		2015-16	
		2016-17	
		2017-18	

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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INTEGRITY PACT FORMAT

INTEGRITY PACT

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 work of "Renovation, Interior and Modern Office System for BEML Regional office, 11th floor, 'Vandana', 11, Tolstoy Marg, Connaught place, New Delhi- 110 001". 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.



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- 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 be 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



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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

- 1) 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.
- 2) 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

- 1) 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.



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- 2) 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

- 1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- 3) 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) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) 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.
- 3) 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



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his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

- 4) 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.
- 5) 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.
- 6) 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, should the occasion arise submit proposals for correcting problematic situations.
- 7) 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.
- 8) 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.



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Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance is at BEML Regional office, New Delhi and jurisdiction is New Delhi
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should 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.
- 5) 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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----
