



BEML LIMITED
(Formerly BHARAT EARTH MOVERS LIMITED)
(A Govt. of India Mini Ratna Company under Ministry of Defence)

REGIONAL OFFICE
206/D1 'BHAGIRATHI'
(Behind NCC/Army Campus)
Rameshwaram Colony, Bariatu Road,
RANCHI – 834009 (JHARKHAND)

Phone: 0651 – 2540188 / 2540710
e-mail : mkr_hr@beml.co.in / ranchi@beml.co.in
TENDER ENQUIRY / NIT No. : 6300028197

**SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL
(Diploma Engineers) AT BEML LIMITED, REGIONAL OFFICE, RANCHI**

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. **BEML LIMITED, Regional office**, Rameshwaram Colony, Bariatu Road, RANCHI **intends to** tender for Manpower Contract for supply of highly skilled Manpower for after sales services jobs & other allied commercial activities in various locations in Coal field/SAIL/TSL Projects (mines) & field Service job in Other Project/Sites/Office being catered by BEML Ranchi Region.

In this connection, BEML, Regional office, Ranchi invites offers in two bid system (through e-mode) to supply specified no. of Highly Skilled Technical Contract personnel initially for two (2) years as indicated hereunder:

Sl. No.	Personnel Description	Location	Nos.
1	HIGHLY SKILLED MANPOWER	Projects under Ranchi Region	12
Total			12

Scope of Work : The services of above Personnel will be utilized to cater after sales services jobs in various locations in Coal field/SAIL Mines /TSL Projects (mines) & field Service job as per requirement and also in Other Project/Sites/Offices being catered by BEML Ranchi Region. They can be utilized for other allied commercial activities as and when required. The deployment of said specified Technical Contract Personnel & their place of work from one location to other may change from time to time. However, additional requirement; if any at short notice, for a short period, should also be provided by the Agency at the same rates, terms & condition of this Tender.

The interested Bidders will have to quote their Lowest Services Charges to supply the said specified Technical Contract Manpower as per the Price Bid Format attached herewith as **Part – C** The Offer quoted should be valid for a period of 120 days from the Closing date of this tender. The quoted price should be exclusive of GST (as applicable) and to be firm during whole contract period.

To know the scope of the work, it is suggested to the interested / eligible Bidders to visit BEML, Regional Office, located at above address by taking prior appointment by calling telephone Phone: 0651 – 2540710 (In-charge, Pers. & Admin. Dep't.) Of Regional Office, RANCHI before Closing date for submission of the offers.

The closing date for this tender is 25.07.2019/15.00 Hrs. which may get extended in case of no. Of bids received are less than three, initially by two days and thereafter for five days. In case, three bids are not received after granting the above extension, the tender shall be opened without any further extension.

Opening of Tender: i) **Technical Bid will be opened on the 26.07.2019/16.00hrs** at BEML Limited, Ranchi Regional Office premises, of those bidders who have submitted requisite EMD and Tender fee.

ii) Price Bid of technically qualified Bidders as per qualifying criteria will only be opened and the date of opening of the same will be decided after evaluation of Technical Bid.

The bidder(s) 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 THRU' SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM** in two parts. Viz. Part A- Technical Bid & Part B – Commercial Bid (Price Bid) with their approved Digital signature & seal.

Any queries / clarification/ information /details regarding tender enquiry to be communicated through e-mail id – mr@beml.co.in.

Any queries related to submission of quotation may please be communicated through email-admin.srm@beml.co.in or the bidder may contact BEML SRM team. Phone – 080-22963269/3141.

DIGITAL SIGNATURE : To participate in this E-tender and submit bid in our SRM e-procurement system, the bidder should have a valid **CLASS 3 (ORGANISATION) Digital signature with Signing & Encryption Certificates** issued by Authorised certifying Authority.

Technical bid (Part A): As part of the technical bid, bidder should upload the following documents under 'C-Folder Technical Attachments' of the bid in the SRM system.

- a) Documents with respect to experience certificates, financial turnover, PF & ESI code Numbers from Jharkhand State, Registration no. for Goods and Service tax etc. and all other relevant documents /details as specified in Pre-qualification bid as per Annexure **A**.
- b) Filled in /signed document of **Annexure-B**.
- c) EMD amount and Tender Fee as specified to be remitted online or on Bank Counter in favor of BEML Limited in it's STATE BANK OF INDIA Account [A/c No. **11048999662 /IFSC 'SBIN0012623' / MICR '834002032'**]. Or thru' Demand Draft / Banker's Cheque in favour of BEML LIMITED, payable at Ranchi. In case of online remittance, the transaction slips printout or Copy of Demand Draft/ Banker's cheque to be uploaded in SRM system. The original Demand Draft /Banker's Cheque towards Earnest Money Deposit (EMD)

& Tender Fee, to be submitted in a sealed envelope in the Tender drop Box provided at Regional Office, Ranchi within due date.

- d) The Bidders after paying requisite EMD & Tender Fee will have to upload in SRM system print out of transaction slip (in case of online payment) / Copy of Demand Draft/ Banker's cheque as a proof of remittance and non-submission of such document will be summarily rejected.
- e) Letter of undertaking with respect to bid invitation no. 6300028197 (To be printed by bidder on Company's letter head) as per Annexure E of this NIT and duly signed and sealed document to be uploaded.
- f) Any other general information relevant to above.

EMDs of unsuccessful Bidder will be returned without any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit. Tender fee is non-refundable. Bidder must ensure that details of Price Bid (Part-C) (**Service Charges**) should not be disclosed / uploaded with Part-I "Technical documents (Technical Bid)", in any case.

1) Commercial Bid (Part B): Bidder should Quote Service Charges only (i.e. Agency's commission) on **per head per day basis** as per the details given in the **Price Bid (Part - C)**. The Service Charges on per head per day basis are to be entered in the Items tab of the bid in the SRM system and **ANNEXURE - F PRICE BID - PART-C** with all the details duly filled up is to be uploaded under 'Notes & Price Attachments' of the bid in the SRM system.

All statutory payments including Central Minimum Wages, Employer's contribution towards PF, ESI, Annual Bonus, Leave wage, Goods and Service tax etc. shall be made good by BEML. The service provider/Contractor must comply with all Terms & Conditions listed at **Annexure -C & D**.

The Service Charge (Agency commission) shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages which shall be made good by BEML on submission of copy of Government notification as proof.

Rate quoted shall be exclusively for the Service Charges for Supply of each Person per day which includes the cost towards providing One pair of safety Shoes & socks per year, Two sets of Uniform per year, Rain coat, Helmet, Sweater, Photo identity Badge etc.

** Bidders should make a note to quote justified & reasonable Service charge. M/s BEML Ltd. reserves right to call for explanation to justify the rate quoted from L-1. However, purchase Committee decision for acceptance/rejection of such offer and calling explanation/justification from Other Bidder, if circumstances compels will be final without assigning any reply/reason for it's decision.*

NOTE: The specified contract Personnel shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER'S CONTRIBUTION TOWARDS ESI/PF/BONUS/LEAVE WITH WAGES ETC, SHALL BE MADE GOOD BY BEML Ltd. Whenever Management offers any rise in minimum wages as per

Government notifications, bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on intimation by the Management and same shall be reimbursed by the BEML Management after duly certified by Authority of user dept and no separate service charges will be paid for such disbursements. All the above payments will attract TDS and hence Service Provider/Contractor should keep this in mind while quoting service charge per day per Contract Personnel. M/s BEML reserve right to either increase or decrease the man power on day to day basis requirement during the period of contract and payment will be made to the contractor for the total strength of Person in a month. THE CONTRACTOR MAY QUOTE "SERVICE CHARGES" AS REQUIRED ABOVE (PART - C) WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.

The Commercial Bid (Part-C) of such Bidders who found to be qualified in Part-I (Technical Bid) will only be opened. Incomplete Technical Bid will be summarily rejected. M/s BEML Ltd. reserves to itself rights to accept or reject any tender either in full or in part or to reject all the Tender and it shall not be necessary to assign any reason for it's decision in this behalf. And BEML will not entertain any enquiry from any Participating Bidder after closing date; however, the successful Bidder will be communicated after finalizing the Tender by the Management in due course.

For BEML Limited

Regional Manager
Regional Office, Ranchi

ANNEXURE – A**SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL****AT BEML LIMITED, REGIONAL OFFICE, RANCHI****CREDENTIALS (i.e. EXPERIENCE / FINANCIAL STATUS etc.) FOR PRE-QUALIFICATION BID**

Intending Tenderer who meets the following eligibility criteria may submit their offer by uploading the following information along with required documents as a part of technical bid. (Refer Tender document)

SI No	Description	Requirement		Remarks
		Detail	Value Rs in Lakhs	
1	FINANCIAL TURNOVER Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA	10.80	(To be uploaded in Technical Bid with marking as Annexure-1)
2	Location	i) At least one Office /Branch/ head Office of the agency should be located in Ranchi, Jharkhand. The successful agency shall have to position a liaison officer at Ranchi for the complete contract period for complete fulfillment of the contractual obligation round the clock. (Self Certified letter with address of the office premises to be uploaded) (To be uploaded in Technical Bid with marking as Annexure-2)		
3	WORK EXPERIENCE Experience in executing similar type of works / Deployment of Manpowers etc., completed during last 3 years, value greater than or equal to	3 Similar works each of Minimum value	14.40	Select any one applicable and upload only relevant document of similar work completion certificates for having done. (To be uploaded in Technical Bid with marking as Annexure-3)
		2 Similar works each of Minimum value	18.00	
		1 Similar work of Minimum value	28.80	
4	Certificate of Undertaking	A certificate/ undertaking duly signed by Managing Director to the effect that i) The successful bidder has to carry out police verification of all the personnel deployed at their cost and all		

		<p>personnel to be deployed will be verified by the police authorities within two months from the date of award of the contract.</p> <p>(Should be submitted along with their Technical Bids)</p> <p>(with marking as Annexure-4)</p>		
5	<p>Earnest Money Deposit (EMD) refundable</p> <p>Rs.36000/-</p>	<p>Transaction details of remittance made in State Bank of India, Lalpur Branch, Ranchi SB Account No. '11048999662' (IFS Code 'SBIN0012623' / MICR '834002032') or make demand Draft/ Banker's Cheque in favour of "BEML Limited" Payable at Ranchi</p>	00.36	<p>[Proof of remittance to be uploaded in Technical Bid]</p> <p>(with marking as Annexure-5)</p>
6	<p>Tender fee</p> <p>Rs.500/-</p>	- do -	00.005	<p>[Proof of remittance to be uploaded in Technical Bid] (with marking as Annexure-6)</p>
7	<p>PF / ESI Registration Certificate (issued by Appropriate Authority as mentioned in the Tender Document)</p>	As mentioned in the tender document. To be uploaded.	-	(To be uploaded in Technical Bid with marking as Annexure-7)
8	PAN No.	Upload copy	-	(To be uploaded in Technical Bid with marking as Annexure-8)
9	Goods and Service Tax No.	Upload copy		To be uploaded in Technical Bid with marking as Annexure-9)
10	Latest 3 Financial Years IT returns Filing	Upload copy	-	(To be uploaded in Technical Bid with marking as Annexure-10)
11	Manpower License (if obtained for other similar works) - <i>Optional</i>	Upload copy	-	(To be uploaded in Technical Bid with marking as Annexure-11)
12	Solvency Certificate (To be issued by the PSU's/ Nationalised / Scheduled bank)	Upload copy	9.00	(To be uploaded in Technical Bid with marking as Annexure-12)
13	Tender closing date/ time for quoting of Technical &	25.07.2019/15.00 Hrs	-	(To be uploaded as required in prescribed Format)

	Commercial BIDS			
14	Desirable	ISO 9001, and 18001 certification	-	(To be uploaded in Technical Bid with marking as Annexure-13)
15	Questionnaire	Annexure-B , to be filled and uploaded along with this Annexure-A (<i>Pre-qualification bid</i>) failing which bid will not be considered.	-	(with marking as Annexure-14)
16	NIT Document	To be upload duly signed with Seal.		
17	Letter Of Undertaking (To be printed by bidder on Company's letter head	To be filled and upload duly signed with Seal as refer Annexure - E		

Signature of the Tenderer with Seal

ANNEXURE-“B”**SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL
AT BEML LIMITED, REGIONAL OFFICE, RANCHI****QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST OUR
TENDER****(To be filled in and should be signed with seal by the tenderer)**

01	Name of Firm in full under which the tenderer is executing the contract	
02	Address of official premises at RANCHI. (Office at Ranchi is mandatory)	
03	Address of official premises at other places	
04	Telephone /Mob No:	
05	Are you registered as a) Public Limited Company? b) Private Limited Company? c) Partnership concern?	
06	Attach Registration copy of the Firm obtained from Competent Authority under Shops & Establishment Act to engage Contract Manpower. (Please indicate reference / No.)	
07	Attach latest Income Tax Returns for consecutive 3 years	
08	Address of the partner / proprietors of the tenderer's firm / concern and as to	

	Director/ Managing Director as the case may be	
09	Indicate your ESI code No. obtained from Competent Authority for Ranchi Region (Attach copy) (See para5 of Pre-qualifying bid)	
10	Indicate your EPF code No. obtained from Competent Authority for Ranchi Region (Attach copy)(See para5 of Pre-qualifying bid)	
11	Nature of other contract handled, if any in any other firm with details regarding No. of Manpower, period etc, (Documents need not to be attached)	
12	Details of works carried out for the past three years (Attach certificates)	
13	Whether you have all India presence (Specify clearly "YES/NO")	
14	Specify clearly since how long are you supplying Contract Personnel? (Attach Registration Certificate issued by the Competent Authority, as proof)	
15	How many Diploma Engineers & ITI Technicians you have in your contract at present? <i>Please attach the list of such personnel detailing name, qualification, Experience etc. (in brief)</i>	
16	Have you covered all your workmen under ESI Act?	
17	Have you covered all your workmen under PF Act & EP scheme?	

18	Enclose details of the Organisations (Govt./undertakings/Private) where you have undertaken contracts (Also mention the period of your association / contract with them) from the inception of your firm	
19	Indicate ISO 9001 or similar certificates with date of expiry.	
20	Indicate Two references (not be a relative) with their Complete Address & Mobile No.	1: 2:

I / We certify that to the best of my / our knowledge the particulars furnished above is true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

PLACE :

DATE :

SIGNATURE / SEAL OF THE TENDERER

ANNEXURE-“C”**SPECIAL TERMS AND CONDITIONS.****SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL
(AT BEML LIMITED, REGIONAL OFFICE, RANCHI)**

1. The contractor need to deploy **specified no.** of full time highly Skilled Personnel (12 highly skilled manpower should possess minimum qualification of Diploma in Mechanical/ Electrical Engineering –10 Mechanical & 02 Electrical) for six days in a week on 8 hours duty basis to cater the work as detailed under Scope of work. The Service charges as finalized will be given to the Contractor / Supplier firm for actual man days of deployed strength of Personnel in a month. The exact no. of Personnel to be deployed may change (increase or decrease) with reference to nature of job and requirement from time to time.
2. The payment of Minimum Wages (Central) to the Contract Manpower has to be made on or before 7th day of every month by the Contractor through BANK only and submit Bills to BEML. In case of any uneven situation when Bank payment is denied/ delayed, the contractor shall disburse the wages directly to their Manpower presence of BEML HR/Accounts Authority. The present central wages (Total = Basic + VDA) are indicated below:

Category of Personnel	Minimum Wages / day / Manpower (for Industrial Worker engaged in Mines area) (As on 01.04.2019)	No. of Manpower / day	Total wages / day
Highly Skilled Manpower	Rs.710.00	12	8520.00

Note : The exact strength of Deployment of Personnel may vary (increase or decrease) from time to time against nature of work and requirement.

3. The Contractor has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.
 - A. After releasing payment to the Manpower / Personnel the contractor will submit their Bills to Accounts Dept thru' Pers. & Admin. Department for settlement of claim.
 - B. Contractor shall engage Manpower after covering them under ESI Act. Manpower without ESI coverage will not be allowed to enter the Company premises.
 - C. Contractor has to ensure that the contract Manpower who is/are engaged with BEML shall not be working for other firms during the pendency of the contract with BEML.

- D. BEML Management reserves right to offers any increase in wages / allowances / bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be given for such disbursement.
- E. BEML Management reserves right to deploy respective Personnel for after sales services jobs in various locations in Coal field/SAIL Mines/TSL Projects (mines) & field Service job as per requirement in Other Project/Sites/Offices being catered by BEML Ranchi Region. They can be utilized for other allied commercial activities as and when required, for which no additional charge will be made/claimed by the Contractor/Agency. M/s BEML Ltd. may ask the Contractor/Agency to deploy good Personnel as far as possible. M/s BEML will scrutinize the candidature as per it's requirement and may conduct test initially and/or periodically. The performance of deployed Personnel will be reviewed periodically to access their job knowledge, performance, dependability, attendance/punctuality, conduct, attitude, cooperation, initiative to work, housekeeping, health & presentability, and Leadership respectively to continue engagement.

MOVEMENT COMPENSATION FOR OFFICIAL DUTIES :

BEML Management will prefer deployment of specified Contract Personnel who have a Two-Wheeler and hold valid Driving License so as they may be able to cater local movement of short distance (up to 15 kms. each way) in deployed Project site/field at their ease.

The **Head Quarter** of the Contract Personnel will be the station/Place/Project at which Contract Person is posted on permanent basis.

BEML Management will review movements in project from time to time and may recommend for reimbursement of local conveyance expenses, if any, on case to case basis. However, Local conveyance will not be applicable to the individual for attending work in Projects on regular basis for which he is posted.

The Local conveyance expenses' if any, (inclusive of Toll taxes etc. when travelled by own transport) incurred by individual Contact Manpower for such distance (actual travelled Kilometer by shortest route), when attending job in more than one project site, located at good distance will be reimbursed, based on recommendation /approval of BEML Controlling Authority (HOD Service / Site In-charge), which will be made good by BEML against submission of claim by the Contractor/Service Provider.

The deployed Personnel in case of exigency of work may be shifted/ deputed from Head Quarter to other locations and such movement/deputation will be treated as outstation duty and the individual will be entitled to get compensation towards Travelling Allowance / Daily allowance subject to fulfilling certain conditions & certification of Controlling Authority/Site In-charge; i.e. travel distance by shortest route is above 15 km. and stay more than four-five hours is required to attend/complete the instructed job.

The compensation for Outstation duty will be dealt as per rule as stated hereunder:

- a) Travel expenses by shortest route at actual, restricted to single seat in Trekker/Bus/ Train (II Class Sleeper).

- b) Local Conveyance, if any, at actual by the cheapest mode of transport available in the locality & @Rs.2/- (Rs. Two) per Kilometer in case when performed by own Two-wheeler.
- c) Daily allowance @ Rs.475/- (Rs. Four hundred seventy five only) per day.

For stay 12 hours or more with night halt	Full Daily Allowance
For stay 06 hours or more up to 12 hours	50% Daily Allowance
For stay 03 hours or more up to 06 hours	30% Daily Allowance

- d) Misc. charges for Spare Parts (Heavy & Bulky, which cannot be carried easily) carrying/transportation, if any, will be reimbursed at actual on certification of the Controlling Authority (HOD Service/Site Incharge).

The above Travel & Daily allowance will be reimbursed by the Service Provider, based on recommendation/approval of BEML Management/Controlling Authority (HOD Service / Site In-charge), which will be made good by BEML against submission of claim by the Contractor/Service Provider together with admitted claim of Individual.

4. The payments made by the Contractor (in presence of BEML Reps.) towards monthly Minimum Wages), Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National and Festival Holidays, GST etc. will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user dept. Such liabilities should be borne by the contractor in accordance with statutory requirements as well as Managements instructions initially and the expenditure incurred by the contractor towards above said liabilities will be reimbursed by the Company subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for entire payment.
5. The Service Charges is payable only for the contract personnel supplied on day to day basis. The Service charge should include Supervision charges and other indirect Manpower expenses for providing One pair of safety Shoes & socks per year, Two sets of Uniform per year, Rain coat, Helmet, Sweater, Photo identity Badge etc.. **Service Charges will not be paid on account of leave days and paid holidays.** Additional incentives/bonus etc. if any and all payments made to the contractor for total bill will attract TDS (Tax Deduction on Sources) under IT Act.
6. The contractor should also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
7. The statutory payment like ESI, PF, EDLI etc., have to be made after collecting cheques from BEML every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various Manpower legislations, annual statements, etc, and ECR & Bank Challan to be produced to the User and HR/Finance Department.
8. The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted to Finance/HR Department, Regional office, Ranchi.
9. Working hours (subject to change from time to time)
- General Shift : 09.00 Hrs to 17.00 Hrs
- I Shift : 06:00 Hrs to 14:00 Hrs

II Shift : 14:00 Hrs to 22:00 Hrs

III Shift : 22:00 Hrs to 06:00 Hrs

BEML reserves the right to instruct the contractor to allocate duties either in above shifts or in General shifts with different working hours as per company's requirement.

10.ACCIDENTS INJURIES AND DAMAGES: From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person, which may arise during the course of work. It shall be the obligation of the contractor to pay compensation as per Employee's Compensation Act (*Workmen Compensation Act*). No responsibility shall rest with BEML in this regard.

11.The Contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML Limited. He shall be liable for any damage or loss that may happen to the work or any part of thereof. In addition, the contractor shall indemnify and keep the company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, **Contractor shall take "Employee Compensation Policy or Contractor All Risk Coverage Policy (CAR policy)** to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taking at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.

12. The contractor shall deploy specified Personnel of desired skill to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Superiors. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act 1970, and Rules 1971 made there under, Mining Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other Manpower laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.

a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns / Challan under various statutory requirements including ESI/PF and Contract Manpower (R&A) Act 1970, Minimum Wages Act 1948 etc should be produced to the District Manager/ HRD / Finance depts. of Regional office every month.

b. The contractor is required to submit the daily attendance of Manpower's engaged duly certified by the Officer in Charge or his representative to user department.

c. Before commencement of work by the Contract he shall collect Form V from HRD of Regional Office, Ranchi, if required, under Contract Manpower (R&A)1970 and and Rules 1971 made there under obtain Licence from the Appropriate Authorities

[Assistant Manpower Commissioner (Central)]for supplying Contract Manpower to BEML.

d. The contract Manpower shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man-days supposed to be supplied by the contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.

13. Contractor should maintain following registers / records under Contract Manpower (R&A) Act 1970 and Central Rules made thereunder and produce the same to BEML as and when required for verification.

1. Register of workmen employed by Contractor in Form XIII.
2. Employment Card in Form XIV.
3. Muster Roll in Form XVI.
4. Register of Wages in Form XVII.
5. Wage Slips in Form XIX.
6. Register of Deductions for Damage of Loss IN Form XX.
7. Register of Fines in Form XXI.
8. Register of Advances in Form XXII.
9. Register of Overtime in Form XXIII.

14. If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

15. The Company reserves the right to extend the term of the contract or to short close the contract at any time without assigning any reasons at the discretion of the Management.

16. BEML reserves the right for selection of candidate's fresh/experienced Diploma holders from preferred institutions.

17. All the Manpowers, supervisors etc., shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

18. Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/ inspecting authorities.

19. PAYMENT: The contractor shall submit bills after satisfactory completion of the work every month to the Accounts department along with satisfactory performance certificates issued by user department. If any remarks regarding the non performance etc., proportionate deduction will be effected from the Bills.

20. PENALTY: Penalty will be imposed on the service provider /agency at the discretion of company, if the agency fails to provide requisite manpower as specified by BEML from time to time. Apart from this, if the services are found to be unsatisfactory, the management has every right to short close the contract with or without giving reasonable notice

For BEML Limited

Accepted / not accepted

Regional Manager

BEML Ltd., Ranchi

**All above terms and conditions
SIGNATURE / SEAL OF TENDERER**

ANNEXURE: D

**SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL
(Diploma Engineers) AT BEML LIMITED, REGIONAL OFFICE, RANCHI**

I. TERMS AND CONDITIONS

1. **CONTRACTOR'S VISIT TO WORK PLACE:** The Service Provider or his authorized representative should visit the posted places of his Contract Personnel at a regular interval (at least once in a fortnight &/or month) and meet Regional Manager / HR department to give/get feedback/report/review the performance of the work.
2. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.
3. The contractor shall be deemed to have studied the scope of work thoroughly before offering of his unit rates (Service charge) for to complete awarded work for supply of contract Manpowers as per the requirements of Regional Office, Ranchi. The Contractor can visit the site before offering his Service charge, if necessary.
4. The tenderer shall agree, not to file petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
5. The contractor should arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the Management.
6. Any damage or loss caused by the Contract Personnel to the Company property/Machineries, equipments, moveable / non moveable assets etc., will be recovered from the amount due to the Contractor.
7. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non-compliance, the contractor shall be responsible for the consequence.

8. Quotations without remitting /uploading the EMD or insufficient EMD or Tender fee will be rejected out rightly and no correspondence further will be entertained.

9. Work has to be carried out as per instructions without disturbing the normal working atmosphere. No inconvenience should be caused to co-employees/officers.

10. Contractor should supply full time Specified Personnel (Diploma Engineer) 6 days in a week throughout the year in shifts as decided by BEML Management and they shall not be engaged for more than 8 hours duty in a given day. In case of any requirements in Sundays / Holidays, the Service Provider will ensure deployment of required number of specified Contract Personnel and man days if any supplied during such holidays / Sundays, shall be compensated in other working days.

11. Contractor should supply good quality of Uniform, Safety Shoes & Helmet (as approved by DGMS when to be deployed in Mining Areas), ID cards only of Standard brand/ materials and all these items will be checked and approved by user Dept in-charge.

12. Late tenders and conditional tenders are liable for rejection.

13. **UNIFORM:** The Contractor shall issue two sets of uniform, one pair shoes per year per person, Rain coat, Helmet, Sweater and ID cards to all the contract Personnel engaged on the work within ONE MONTH from the date of award /acceptance. The two sets of uniform to be issued during 13th month of the Contract. Non supply of uniform amounts to violation of contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.

14. PERIOD OF CONTRACT:

The period of contract shall be for initially for a period of **TWO YEARS** from the date of commencement as per the work order, with an option for BEML to extend for a further period of one year or part thereof on the same terms and conditions with the mutual consent of the contractor. Notwithstanding anything contained herein the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.

15. Contractor shall employ such Contract Personnel who are covered under ESI. Contract Personnel without ESI registration will not be allowed to enter the premises of the factory and to carry-out any work.

16. The contractor will assist RPFC in settlement of the claims of their contract Manpower engaged in this Contract in case of terminations, discontinuance or death etc,.

17. The extension of ESI & PF benefits to the contract Manpower of the contractor will be available only during the contract period. After the contract period is completed contract

laborers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.

18.The contractor shall maintain all registers, returns and records required for the payment made towards ESI/PF & EPS, payment of wages, Contract Manpower (R&A) Act, Minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called-for by the BEML Management or by the Inspecting Authorities.

19.The contract personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years) of medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and safety rules, discipline and conduct while working within the office premises or filed location.

20.The contractor will not sub-contract the work either in full or partially to any other person or persons

21.The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.

22. **SECURITY DEPOSIT:**

The Successful Tenderer have to submit a DD towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to 10% of annual Contract Value (Excluding GST) within 30 days from the issue of Work Order which should remain valid for minimum 4 months after completion of contract Period.

The DD shall be made in favour of BEML LIMITED, payable at Ranchi. In case of Bank Guarantee, the same shall be submitted from any PSU's/ Nationalised / Scheduled bank in the standard format which shall be provided by BEML in due course of time.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML management from all losses arising out of this contract directly or indirectly during the pendency of the contract, apart from adjusting any due from the Service Provider / Contractor at any time.

II. **General Terms & Conditions:**

('Purchaser' refers to BEML and 'Supplier' refers to 'Service Provider/Contractor' under this General Terms & Conditions)

(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 be binding upon 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 there under. The place of Arbitration shall be at Ranchi and all Arbitration proceedings shall be conducted both in English & Hindi language and governed by the above said Act and Rules.

Courts at Ranchi 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 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 ESI Act, Gratuity Act, Payment of Bonus Act, Contract Manpower (R&A) Act1970, Employee's Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the 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, the supplier shall be liable for any loss which BEML may sustain on that account. 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 Ranchi 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 / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(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.

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

(XIII) 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 Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

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

For BEML Limited

**Regional Manager
BEML Ltd., Ranchi**

All the above terms and conditions

SIGNATURE / SEAL OF TENDERER

Annexure-E

(To be printed by Bidder on Company's letter Head)

To,
The Dy. General Manager
Corporate Materials
BEML Ltd.,
23/1,4th Main,
S.R. Nagar, Bangalore

Sub: - Undertaking with respect to Bid Invitation NO. 6300028197

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We agree to remit for Rs..... Lakhs as Performance Bank Guarantee from an Indian Public Sector Bank within maximum period of 15 days after award of the contract (i.e. from the date of Letter of Intent/ Acceptance by BEML) or till such time our Bill amount proportionate to the Bank Guarantee may be deducted/with held from our monthly Bill.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its Corrigenda, addenda, Amendments, Clarifications etc if any to Tender and accept the same in to-to.

For having agreed for all the terms and conditions of tender, Bidder is providing undertaking duly signed with seal.

Place:

Date :

(Signature of the Bidder)
Full name with seal

Witness: (Name with signature)

1)

ANNEXURE – F**PRICE BID – PART-C****SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED PERSONNEL
(Diploma Engineers) AT BEML LIMITED, REGIONAL OFFICE, RANCHI**

(This format is for understanding purpose only. Price should be uploaded only in Item Data (on line) in BEML SRM.)

Sl. No. (A)	Category of Staff (B)	No. of Staff Required Daily (C)	Service Charges* Quoted by Contractor per day per Personnel [In Rupees] (Both in Figure & Words) (D)	Total Service Charges per day [In Rupees] (Both in Figure and Words) (E) (Col. C × Col. D)
01	HIGHLY SKILLED MANPOWER S	12	Rs..... (Rupees.....)	
TOTAL SERVICE CHARGE PER DAY (Sum of Col. E)				
* Service charge (which includes the cost towards providing One pair of safety Shoes & socks per year, Two sets of Uniform per year, Rain coat, Helmet, Sweater, Photo identity Badge etc) : Bidders should quote justified reasonable rate. M/s BEML Ltd. Reserves right to reject Unreasonable & unjustified Quotation.				

Rate of Goods and Service Tax :.....

Note : Rate of Goods and Service Tax shall not be taken into consideration for arriving L1 Quote.

Signature of Contractor with Seal

(END OF TENDER DOCUMENT)