

BEML Limited
Regional Office Bilaspur

Bid Invitation: Tender No. 6300028206

Quotation in e-mode are invited for hiring of Data entry operator for BEML. Regional Office – Bilaspur.

- 1. Bid should be submitted in our SRM e-Procurement system only.**
- 2. To participate in this e-tender, you should have a valid class –III Digital Signature certificate issued by authorized certifying authority to submit your bid in our SRM e-procurement system.**

Interested vendors can contact us through e-mail admin.srm@beml.co.in to obtain the username & password for submitting the bids.

Commercial Bid to be submitted through e-mode as per format by clicking on the item data Tab.

Any queries related to submission of quotation may please be communicated through e-mail admin.srm.@beml.co.in OR you may contact BEML SRM Team @ 080-22963269 or 2296141.

Last date for submission of tender is on before 15.07.2019 up to 14:00Hrs.

Regional Manager
Beml, Regional Office, Bilaspur,

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry of Defence)
Regional Office, Bilaspur
1/A sirgitti Industrial Area
Sector "C", PO : Tifra, Bilaspur – 495223(Chhattisgarh)
Tel : 07752-252065

E-mail mkv@rm.beml.co.in

BEML/MKV/G-53/19/

25.06.2019

TENDER DOCUMENT

For

Data entry operator on contract basis

TENDER CONDITIONS

TECHNICAL SPECIFICATIONS

AND

BILL OF QUANTITIES

LAST DATE OF SUBMISSION :- 15.07.2019 BEFORE 14:00 HRS

ISSUED BY

The Regional Manager

BEML LIMITED

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COMMERCIAL BID

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Note:-

1. The commercial bids of only technically qualified tenders / agencies will be opened.
2. Offers through E-mails /Fax shall be summarily rejected.

Thanking you.

Yours faithfully.

For BEML LIMITED.

Regional Manager.

BEML, Regional Office, Bilaspur

Signature of the Contractor wit Seal

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SECTION -1
INVITATION FOR BIDS

Sub : Tender through e-mode is invited for Data entry operator on contract basis

This is a two bid tender

1. As a part of the pre- qualification bid, bidder shall up load the following document in SRM Collaboration folder in the system.
 - a) Enclose with respect to experience certificate, solvency certificate, financial turnover, PF and ESI code nos. , registration nos. of IT and services tax and all the details in the requirement of pre-qualification bids.
 - b) Scanned copies of Demand Draft for Rs. 3000.00 (Rupees Three Thousand only) towards EMD and Demand Draft for Rs 500/- towards tender fee. Each DD shall be drawn in favor of BEML limited. Payable at Bilaspur.

The envelope containing the original DDs towards EMD and tender fee shall be super scribe at the top of envelope "EMD and tender fee against tender for Data Entry Operator on contract basis (Bid invitation no. 000) and sealed. The name and address of the tender shall be written on the left hand bottom corner of the envelope.

The envelope as mentioned above has to reach to below mentioned address on or before the closing date and time of the tender (15.07.2019. 1400 Hrs)

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Bids of tender who have not submitted EMD and tender fee before the closing date and time will not be considered.

***Please ensure that no price details (Service Charges) are entered in pre-qualification document uploaded in the collaboration folder (or) in the envelope containing the DDs towards EMD and tender fee.**

Signature of the contractor with seal

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2. BEML Limited shall not be bound to accept the lowest tender and reserve the right to reject any or all the tender without assigning any reason.
3. The tender are advised to visit BEML Regional Office, Bilaspur, Chhattisgarh to know the scope of work by taking prior appointment from the office in charge. Tender =s shall be deemed to have full knowledge of all relevant document. Site conditions act whether he /they/have inspected site or not.
4. Tender in 2 bid system (pre-qualification and commercial) through e-mode on BEMLSRM system are invited by BEML Limited for hiring of Data Entry operator on contract basis.
5. BEML Limited has initial requirement for data entry operator who is well conversant with computer and essentially well trained in MS word language and MS Excel and MS power point package language.
6. Last date for receipt of pre-qualification and commercial bid in the BEML SRM system is up to 1400 hours on or before 15.07.2019
7. The last date for submission of bid (pre –qualification & commercial) in the system is up to 1400 hours on or before 15.07.2019
8. The date and time of opening pre-qualification bid in the system is 1500 hours on 15.07.2019
9. Please note that as per the directives from Ministry of defence. Class 3 Digital signature is mandatory for submission of bid on our e-procurement system. System will not accept class 1 or class 2 Digital Signatures.
10. Please note that activities 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.
11. 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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PRE-QUALIFICATION BID – SECTION II(PART –A)

QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS

(TO BE FILLED IN BY THE TENDERER)

1	Name in full under which the Tenderer is executing the contract	
2	Year of Establishment	
3	Are you registered as : a) Public Limited Company? b) Private Limited Company? c) Partnership concern?	
4	Address of the official premises	
5	Telephone Nos.	
6	Fax Number	
7	Website	
8	E-Mail ID	
9	Please indicate you license No. (presently applicable in other company) under contract labour (Regular and Abolition) act 1970 & the rules there under (A Photostat copy of the current license should be enclosed)	
10	Address of the partner proprietors of the tenderers firm/concern and in case of the companies, particulars as to Director / Managing Director as the case may be.	
11	Current income tax returns / acknowledgements.	
12	Number of Employees on the rolls of your firm agency.	
13	Nature of staff and other contracts dealt the period.	

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14	Current Clients List (Please enclose) please mention the period of your association / contract with them from the date of inception	
15	Name, Address & Telephone no. of the partner/proprietors.	
16	Have you covered all your existing contract personnel under ESI Act?	
17	Have you covered all your existing contract personnel under PF Act & EPS Scheme?	
18	Name. Address and telephone no. of references (two Nos.)	

I / We certify to the best of my / our knowledge, that the particulars furnished above are true.

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

Place :

Date:

Signature of the contractor with seal

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SECTION-II

PRE-QUALIFICATION / ELIGIBILITY CRITERIA

Si no	Work description	Estimated cost (Rs in Lakhs) completion period	EMD (Rs)	Last date for submission of tender	Nature of work
				15.07.2019	
				Date of opening of technical bid	
				Date of opening of commercial bid	
1	Tender through e-mode is invited for Data entry operator on contract basis	Rs. 2.58 Lakhs Completion period - 6 months from the date of awarding work	Rs. 3000.00 (Rupees three thousand only)	00.00.000 up to 1400 Hours Hrs	Manpower contract
				00.00.0000 up to 1500 Hours hrs	
				Date will be intimated later on.	

1.0 Average annual financial turnover during the last three (3) years. ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

2.0 Experience of having successfully completed similar work during last five (5) year ending last day of month previous to the one in which application are invited should be either of the following:-

i) Three similar completed work each costing not less than the amount equal to 40% of the estimated cost.

Or

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.

NOTE: Copies of the work order and certificate for satisfactory performance of the work issued by respective client shall be enclosed.

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Details of Average annual financial turnover during the last three (3) years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

Financial year	2016-17	2017-18	2018-19
Annual turnover (Rs. In Lakhs)			
Profit / Loss (Rs. In Lakhs)			

NOTE: copies of the balance sheet, profit/ loss statement for the last three (3) years duly certified by auditor shall be submitted.

Details of having successfully completed similar equipment after sales service/work during last seven (7) year ending last day of month previous to the one in which application are invited from any government/ public sector undertaking / large private organization with certificates

Sl NO.	Name Address & of client	Value of work and order No.	Stipulated date of completion	Stipulated date of completion	Actual date of completion	Completed value of work

Note: Copies of the work order and certificate for satisfactory performance of the work issued by respective client shall be enclosed along with TDS Certificate. Tender's may enclose separate sheet. If required.

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Details of work in hand:

SI NO.	Name of work	Name & Address of client	Contract person with tel no. of client	Value of work and work order No.	Stipulated date of completion	Completed value of work

NOTE: Copies of the work order LOIs issued by respective client shall be enclosed showing the value of work order with schedule date of commencement and completion respectively. Tender's may enclose separate sheet, if required.

The bidder are required to mention and submit copies of the following :

1. Please quote your PAN No.

(Copy of PAN card issued by the it Authorities to be enclosed)

2. Please quote your ESI code No.

(Copy of registration certificate of ESI code issued by ESI authorities to be enclosed)

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3. Please quote your PF code No.

(Copy of registration certificate of PF code issued by PF authorities to be enclosed)

4. Please quote your GST NO.

(Copy of registration certificate of GST issued by concerned authorities to be enclosed)

5. Please quote your bank account No.
for bill payment including bank
code for ECS if any (copy of
cheque leaf to be enclosed)

a. Name of Bank

b. Type of Account

c. Branch place

d. Bank code No

e. MICR NO.

6. EMD details Amount DD No & date

7. Tender fee details amount, DD No. & date

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9) Earnest Money Deposit: earnest money deposit of rs.3000.00 (rupees three thousand only in the form of demand draft should be submitted as mentioned in page 3 of this tender document drawn in favor of "BEML LIMITED" payable at Bilaspur from any nationalized scheduled banks. No interest would be paid on the earnest money deposit.

10) Contractors/Bidders who do not possess PF/ESI codes are also eligible to participate in the tender: however on award of contractors. The contractor/bidders shall apply for PF/ESI codes to the respective authorities. in case they do not qualify and in the event their request application for PF/ESI code is rejected by the authorities. They would be permitted to remit PF contribution under BEML sub code. The ESI contribution would also be deducted and deposited under BEML sub code to be opened in the name of contractor.

11) Tender of those tenderers who fulfill the criteria mentioned will only be considered for opening of commercial bid. Incomplete/invalid tender are liable for rejection and no correspondence will be entertained in case of rejection.

12) Non-submission of requisite documents due to negligence or ignorance by the tenderers leading to disqualification will have to be borne by the tenderers only. There shall be no claim whatsoever in this regard.

13) Contractors/agencies are subject to be disqualified. Even though they meet the qualifying criteria if they.

a) Make misleading or false representation in the request. Statements and attachments submitted in proof of qualification requirement including holding information and or

b) Have record of poor performance such as abandoning the work. Not properly completing the contract. Inordinate delays in completion. With history of litigation or financial failures. Requesting for claims not admissible under the contract condition.etc..

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SECTION-3

GENERAL INTRUCTION

1) TIME IS THE ESSENCE OF THE CONTRACT.

2) The tender document covers invitation for bids. Tender notice. Pre-qualification eligibility criteria along with questionnaire placed at part A. general instructions terms and condition, special conditions of contract. bill of quantities etc..

3) Section 5 of this tender document covers the schedule 'A' bill of quantities (BOQ).

4) In case of any discrepancy/ambiguity regarding any detailing found in the tender documents. The tenderer has to address all his query/request for clarification to the regional manager. BEML limited Bilaspur. If the tenderer does not have any query/request for clarification. It will be understood that he has gone through all the relevant clauses and he has fully satisfied himself. No claims or misinterpretation of words will be entertained after award of work.

5) The tenderer is required to verify all the tender documents as to their completeness in all respects and satisfy themselves before submitting the same. If any short receipt of pages or otherwise defective. The same shall be brought to the notice of the authority issuing/publishing the tender immediately and within seven days from date of issuing/publishing the tender document. If no such defects are reported. It shall be deemed that the tender received/downloaded the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tender.

6) The rates quoted shall be exclusive all taxes & duties.

7) If a tenderer finds discrepancies or omissions in any of the tender document or should be in doubt as to their meaning he should address to the authority inviting tender for clarification and the same to be brought to the notice of the authorities. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent on the tender in this respect.

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8) The contractor's responsibility for this contract shall commence submission commencement as stipulated in the work order. The scheduled period of completion shall be strictly as per the condition in the tender document and the contractor will have to plan his work accordingly.

9) If the tenderer deliberately gives wrong information in his tender or create conditions favorable for acceptance of his tender. BEML reserves the right to reject such tender at any stage and forfeit the earnest money deposit submitted. BEML shall be at liberty to foreclose the contract and forfeit the security deposit without prejudice to any other remedies that may be available to BEML under the contract. Even after the acceptance of the tender.

10) Successful tenderer is required to execute contract agreement on non-judicial stamp paper of value of rs.100/-(rupees one hundred only) incorporating standard conditions. The draft agreement can be collected and got it typed and executed and hand over the same to the office of the regional manager. BEML limited Bilaspur. 1/A sirgitti industrial area. Sector "c" , PO: tifra, Bilaspur – 495223, Chhattisgarh, with 07 days of the receipt of the draft agreement failing to do so BEML reserves the right to withhold payment of bills.

11) Several document forming the contract are to be taken as mutually explanatory to one another.

12) In case of discrepancy between the document. The officer-in- charge shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding with the contractor.

13) The tenderer shall not increase his quoted rate in case BEML negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a minimum period of 90 days from the date of on which the tenders are due to be submitted.

14) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to be rejected.

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15) The earnest money deposit will be refunded to the unsuccessful tenderer after the award of work is finalised. In the case of the successful tenderer the earnest money deposit will be adjusted as part of the security deposit and will be refunded as per procedure laid in the Conditions of Contract. The earnest money deposit is liable to be forfeited in case BEML, feels that tender is not bonafide or the tenderer modifies or revokes the tender is bonafide or not, is final and conclusive, and is binding on the tenderer.

16) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the entire tender document. inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the working site, conditions of site of work, nature of the work and all matters pertaining thereto.

BEML, will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.

17) The tenderer must note that information, if any, as regard to the site and local conditions, as concerned in these tender documents has been given merely to assist the tenderer and is not deemed to be complete.

18) No claims as regard to want of information of any particular point or any change in rate or conditions after the opening of Commercial Bid shall be entertained.

19) All information supporting the tender shall be in English, only those tenders fully completed, together with all the documents and received by the time and date specified in the tender notice will be considered.

20) If any alternations are to be made by the tenderer in the Tender Documents, the Tender may be liable for rejection.

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22) BEML, reserves the right to reject any tender without giving any reason and is not bound to accept the lowest or any tender.

23) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of manpower and all other documents which form part of the agreement to be entered into.

24) BEML, reserves absolute right to appropriate deduct, set-off or retain/withhold any amount payable to the tenderers or contractor under any head of account including Earnest money under this contract or any other contract or any other transactions any sum. which in the opinion of BEML is due to BEML.

25) All compensations or other sums of money payable by the contractor under the terms of this contract may be deducted/recovered/adjusted from his security deposit (by way of en cashing the bank guarantee partially or fully)or from any sum which may be due to or become due to contractor by company or any account whatsoever. In the event of security deposit being reduced by reason of any such deductions/recovery/adjustment. The contractor shall within 10 days make good in cash.

26) If a tenderers withdraws his offer after submission of his tender, fails to start the work in accordance with the instructions of the Officer-in-Charge, the Earnest money deposited by him may be forfeited without prejudice to any other remedy available with the company under the contract.

27) BEML Limited reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason to an extent considered appropriate by BEML. The acceptance of the tender in part as mentioned above is at the sole direction of BEML and shall be binding on the Contractor.

28) Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance, with tender conditions laid down by BEML are liable to be reject.

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29) The acceptance of the tender will rest with the competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

30) In the event of any dispute arising in connection with this contract. it is further agreed that disputes shall be referred to the arbitration of any Officiating Officer to be got approved by the Chairman & Managing Director of BEML Ltd.

31) All disputes arising out or in any way connected with the Agreement shall be deemed to have arisen at Bilaspur and only Courts in Bilaspur shall have jurisdiction to determine the same.

32) The instructions to tenderer shall be deemed to form an integral part of the contract.

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SECTION IV
SPECIAL CONDITION OF CONTRACT

1. Manpower agencies holding work experience in similar related works and having a valid labour contract license of executing work with existing client, PF, ESICs. GST code Nos. etc including all other statutory requirements will be eligible to submit offer
2. The contractor has to engage adequate manpower and requirement d and detailed bellow estimated requirement of various positions are as follows and may change depending on need during execution

Proposed future contract manpower requirement:-

Sl No.	Category	Experience	No. of contract personnel
1.	Data entry operator on contract basis for Six Months. W.e.f. 01.10.2019 to 31.03.2020	Experience in relevant is preferred	02

- Preferred age group : 18 – 30 years

BEML has initial requirement for Data entry operator who is well conversant with computers and essentially well trained in MS word language and also desirably posses knowledge of internet. MS Excel and MS power point package /language. Data entry operator should be well conversant with the working of the computers and should necessarily have knowledge of computer operator.

- PF & ESI @ of 13% and 4.75% additional as per statutory norms.
3. The payment of minimum wages and computation of employees contribution towards PF, ESI etc. payment of remuneration /salary to the candidates should be ensured within 7th of subsequent month by the service provider by submitting bills. Contractor has to ensure payment of revise minimum wages as and when notified by the central government from time to time during the contract period on his own coast during the duration of the contract
 1. "the service provider (contractor) may quote the service charge in the item date in the system against the respective items

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2. Contractor should possess his own independent PF/ESI code number issued by the government PF/ESI authorities.

3. The candidates engaged by service providers should have sound knowledge. Good aptitude and relevant working experience of computers, internet.

4. The payments made by the contractor toward monthly wages. Employee contributions of ESI & PF, payment of bonus at 8.33% and any applicable taxes etc will be reimbursed by the company subject to production of necessary proof for payment remittance duly certified by the user HR department subject to audit/finance clearance based on the records submitted after complete scrutiny verification by the company.

5. LABOUR ACTS: the contractor shall remain liable for the payment of all wages or other remuneration or benefits to his employees under the payment of wages act-1936. Employees liability act 1933. Workmen's compensation act-1923, ESI act-1984, PF-1952 act. Minimum wages act-1948. Factories act, payment of bonus act or any other acts or enactment relating thereto and the rules framed there under from time to time. In the event the contractor fail of neglects to pay amount, due to him under workmen's compensation act. ESI act or other labour laws, the company is entitled to with hold 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) The contractor should produce muster rolls. Attendance register and any other documents pertaining to the contract manpower deployed duly certified by the officer in charge in a month i.e. before the last day of each month to officer-in-charge. contractor should maintain all registers and records required for ESI .PF and payment of wages etc under the statutes ,and produce them for verification as and when called for by the company inspecting authorities.
- b) Copies of attendance register. Form 7 under ESI act and all copies of returns challans under various statutory requirements including ESI/PF/contract labour (R&A) 1970 act etc should be produced to the officer-HR every month.
- c) Before commencement of work by the contract. Contractor shall collect form 5 from BEML. Under contract labour (R&A) 1970 and obtain license from the appropriate authorities for supplying contract labour to BEML.
- d) The manpower deployed may be required to be retained on extra essential work on any day . on Sundays holidays. If any. The contractor shall deploy as pr the direction given by user department from time to time .such deployment will be adjusted against the total
- e) Mandays supposed to be supplied by the contractor in a month and equivalent additional payment shall be by BEML.

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6. contractor should provide following or any other required documents under contract labour (R&A)1970.

1. Register of wages in form
2. Muster roll in form
3. Register of deduction in form
4. Half yearly return in form
5. Muster rolls in form
6. Attendance register in form
7. Wages slips in form

7. LICENSE: 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 5. 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 contractor. Who has failed to produce the requisite license within the prescribed time limit.

8. 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. If the services are form satisfactory, management may extend contract for one more year after the expiry of the contract period if agreeable to the agency.

9. The contractor shall arrange for the work in assigned shift subject to security check and instruction of the company rules laid down from time to time. All the manpower deployed.etc. shall have proper photo identity cards and PPEs issued by the contractors which should be produced while on duty for identification.

10. PAYMENT: payment of wages should be ensured on 7 th of every month in the presence of BEML representative. The contractor will be made payment of salaries. PF and ESIC contribution only after submission of invoice along with proof of payment details etc.

"NOTE: accommodation allowance. Night shift allowance. Travelling and other expenditures will not be paid.

Payment toward said contract will be released on monthly basis. For release of payment following documents bills to be submitted:

- a) Pay slip muster roll statement for salary paid.
- b) Invoice in duplicate.
- c) Attendance records. ESI and PF statement for staffs engaged to be submitted with necessary monthly returns.

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The bill to be addresses to Regional Manager. BEML Ltd, Bilaspur. And payment will be made within 06 working days from the date of submission of bill. If any remarks regarding the non performance supply etc. is received from the user departments. Proportionate deduction will be effected from the bills.

Taxes & duties :

- a) All taxes and levies including service contract tax. Income tax or other taxes as applicable to be deposited by contractors as per existing rules and regulation of central state govt. and certificate of same employee contribution.
- b) Contractor has to submit ESI/PF paid receipt every month along with signed & sealed ESI/PF detail indicating each employee contribution.
- c) GST (as applicable) shall be extra against documentary evidence at per prevailing rates.

12. ACCIDENTS INJURIES AND DAMAGES : from commencement till completion of the work . The contractor shall take full responsibility for supervision, taking precautions to prevent loss or damage. Any type of loss and claims, of injuries. Damages to any person or any eventuality which may arise during the working hours (including commuting time from house to office and back) should be taken care of by the contractor .necessary insurance cover to be obtained for entire contract staff engaged by the agency.

13. BEML will not be at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI act and PF act from the very 1st day of the engagement. The contractor will make proper arrangement for medical attention and treatment to the staff. The contractor shall observe the provision of all acts and the statutory regulation as may be applicable to him and his employment and keep BEML Ltd. Indemnified. In respect of disputes arising under this contract or connected the court situated in Bilaspur alone shall have jurisdiction to entertain and adjudicate the matter.

14. SAFETY PRECAUTIONS The contractor should take all safety precautions measures as required/prescribed by the director of factories or any statutory authorities concerned in connection with the execution of work and provide necessary PPEs like safety shoes/safety helmets, safety belts etc to the contract staff engaged. The contractor may also co-ordinate with HR technical dept. regarding safety aspects to be complied.

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GENERAL TERMS AND CONDITIONS

1. No vehicle will be provided by the company for transportation of agency's personnel neither for attending and performing their duties nor for returning to their respective place after duty. No residential accommodation will be provided by the company to the personnel engaged by the agency.
2. If any dispute arises between the company and the agency. The decision of the company's regional manager. Bilaspur will be final and binding on the agency.
3. The agency will report to the concerned project incharge and also visit all designated projects once in a month and discuss deployment position status of their personnel.
4. Performance review of staff engaged should be done by selected service provider every 3 months and unsatisfactory performance of staff will be kept informed and warning letter or immediate action for replacement of underperforming personnel should be done.
5. The candidates sponsored should not be disturbed at least for a period of 3 months from the date of posting and in case their periodical performance found not satisfactory. they should be replaced within 3 days.
6. The firm shall be in a position to provide required number of manpower identified for posting within 7 days from the date of work order
7. Replacement if any within 6 months should be at free of cost, such replacement should be made within 15 days.
8. The selected service provider shall submit security deposit in the form of bank guarantee/demand draft equal to one month wages of the labour deployed.
9. The sponsored candidate should be ready to work at our different work sites in allotted shifts as applicable from time to time, transportation and accommodation should be made on their own.
10. No increase in service charge is admissible due to increase of wages/salary due to revision of minimum wages etc.
11. **PERIOD OF CONTRACT:** the contract shall remain in force for a period of ONE YEAR from the date of commencement of the contract with an option for the company (M/s BEML Limited) to extend it for further period on the same terms and conditions with the mutual consent of the contractor. Not with standing 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 be entitled to claim any compensation or damages for such termination. The company also reserve the option to award parallel contract for the above job contract. If required.

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13. Personnel engaged should ensure perfect discipline and behavior and diligent performance of duties and in no circumstances they may cause any interference, annoyance or nuisance to the officials of the Company. They shall be over 18 of medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either full or partially to any person or persons.

14. The personnel shall report for the duty in safety shoes and with other personal equipment which are issued provided by the Agency Contractor.

15. The supervisor should monitor and shall have proper control over their personal, reporting of personnel, their detailment.etc on day to day basis.

16. The agency, if desired, shall make their own arrangements to provide accommodation transportation to their staff.

17. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday, work, etc.

18. Contractor has to submit monthly report on category wise manpower engaged for the project/mines. In case of resignations of staff from work locations the vacancy created on the account of resignation shall be filled within one week or earliest.

19. ARBITRATION OF DISPUTES if any, arising between parties in connection with this Agreement any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by the Company. The Arbitration proceedings shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 and Rules framed there under. The place of Arbitration shall be at Bilaspur and all Arbitration proceeding shall be conducted in English language and governed by the above said Act and Rules framed there under and in Indian Laws. Courts at Bilaspur shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

20. Other facilities to be provided to the contract manpower deployed by the contractor No extra amount will be paid for the same.

a) Prescribed safety shoes for employees to be provided by the Contractor.

b) Wherever essential, contract manpower deployed to be provided with Safety shoes, Safety Helmets, other personal protective equipment (PPEs) etc.

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21. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Central Rules and all other statutory requirements.

22. The tender form is not transferrable under any circumstances

23. The services charges offered should be indicated both in Figures and Words in the respective columns. Should there be any difference between the amount indicated in figures and words, the lower of the two amounts will be taken as your offer and it will be final.

25. No correction revision will be entertained either after the tender is submitted or after the tender closing date is over. Tenderers, besides affixing their signature and stamps. Must give their full Name, Address, Telephone No. E-mail ID, Website, Telegraphic Code and Telex No. If any in the quotation form.

26. the company shall be in entitled to forfeit the hole or any part of the security deposits for any breach of the contract. The company shall also be entitled to recover any some due to it by the contractor under the terms of the contractor or on success full completion of the contract.

27. Quotation with EMD or insufficient EMD will be rejected outright

28. **Security deposit:** the success full tender have to execute a bank guarantee for a value equal to one month bill amount which should be valid up to 6 month after completion of contract period. 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, the same will be realized by BEML. The bank guarantee should provide for indemnifying BEML from all losses arising out of the contract directly or in directly during the validity of the contract apart adjusting any due from the contractor at any time

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29. 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.

30. Late tender and conditionals tenders will be rejected. The company is not bound to accept the lowest or any tender.

31. The copies of challans / returns 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 any exception and the same should be coordinated by the HR department and accounts department of BEML Ltd. R.O. Bilaspur

32. The tenderer should quote his / their organizations registration /code number for the registrations with ESI /PF /ST authority of Bilaspur as applicable. The tenders who are having registration in Bilaspur should apply and arrange for the same before the contract is awarded, failing which his tender will be rejected

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33. The contractor will assist RPFC in settlement of the claim of the employees, whenever such claim arise, either due to termination, discontinuation or death.

34. The extension of ESI and PF benefits to the staff of the contractor will be available during contract period. After completion of contract. Contractor's employees may in accordance with the PF rules, withdraw PF amount transferred to their PF Account with the new employers.

35. The contractor should maintain all registers and records/ returns required for ESI /PF payment of wages act. Minimum wages Act, Bonus Act. Contract Labour (R&A) Act 1970 etc and under other status and produce them for verification as and when called for by the company inspecting authority.

36. The contractor shall duly observe the provision of the contract labour (R&A) Act-1970 and the rule 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 keep the company (BEML) indemnified and harmless at all time in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.

37. The manpower employed for executing the work in this contract shall be trained, healthy and able persons. Capable of doing the work for which their services are intended. They shall be above 18 years and preferable below 45 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timing and the rule of safety. Discipline and conduct while working within the premises of the company.

38. The manpower deployed are liable for verification of their characters and Antecedents. However the contract should ensure supply of manpower deployed with clean character and Antecedents and furnish a copy of the police verification report for the same for the manpower engaged.

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39. 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 is obliged to pay for hiring other manpower deployed and incidental cost thereon, and in addition the company shall also be entitled to forfeit the security deposit or any part thereof remaining to the credit of the contractor and at its option also be entitled to terminate the contract.

40. The contract employees working under this contract will be transferred to the next contractor. For which the former contractor will not have no binding on contract employees.

41. services charges will be same for all categories will be payable to the agency based on the rate given in the tender documents service charges will remain fixed for the contract tenure of 12 months.

42. Charges for opening new PF and ESIC account for the contract employees will be the sole responsibility of the selected service provider and transfer charge (if any) to be borne by the selected provider only.

43. All bidders will be required to submit a list of their existing client and the type of manpower provider to each client. The management reserves the rights to reject the bids of agencies without assigning any reason and take appropriate action accordingly.

44. Preference will be given to those agencies that have prior experience of deploying personnel to Govt. of India PSU s/Semi Govt agencies / reputed firms. Certification of compliance in this regards is to be attached.

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45. The selected contractor shall have to register contract labour with Regional labour commissioner and Registration certificate along with valid labour license to be obtained submitted within 15 days from issuance the work order.

46. Bids must be submitted in two parts in the system as per the instructions in the tender documents.

47. If any dispute arises between the company and agency, the decision of the company's Regional manager will be final binding on the agency.

48. Selected service provider shall make all necessary arrangement for verification submission of necessary documents prior to appointment of candidate e.g. medical fitness certificate, police verification certificate, character certificate, degree / diploma ITI certificate. Aadhar card etc at their own cost. No additional charges will be reimbursed to agency.

49. All statutory payment such as minimum wages as per central Govt., (Contractor should enclosed central Govt. Notification regarding the rate of minimum wages for such supporting/clerical staff with graduation). Employers contribution for PF & ESI. Annual Bonus if applicable shall be reimbursed to the service provider.

50. Notice board to be maintained at all work site depots and project office for compliance of labour law.

51. Insurance decreases in manpower requirement shall not violate the terms of the contract.

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SECTION VI

COMMERCIAL BID

Sub : Sub: Tender through e- mode is invited for hiring of Data entry operator on contract basis

Name of the firm / company organization:

QUOTATION : AFTER GOING THROUGH & UNDERSTANDING ALL TENDER TERMS INCLUDING FOLLOWING CONDITIONS, I/WE QUOTE SERVICE CHARGES AS BELOW :-

This is only for reference. Price is to be entered in the 'Items date' in SRM system only.

Description / Qualifications	Reqd. Nos.	Service charges per contract person per working day
Data entry operator	02	Please enter the services charges in "Items data" in the system only against the respective items.

Important :

Bidders shall quote service charges per person/day only and such quoted rates shall be applicable for all category.

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ACCEPTANCE OF THE TERMS AND CONDITION BY THE TENDERER

1. I am /we are agreeable to furnish the valid registration certificate/License immediately but not later than one month from date of work /date of expiry OF LICENSE.
2. I/we have read and understood the 'SCOPE OF WORK' Nature of work, special terms and conditions and general terms and condition of the tender before submitting my/our tender for this work and shall scrupulously abide by the same.
3. In the event of the company accepting my/our tender. I /We hereby agree to execute an agreement in the form as required by the company and to duly perform my /our obligation. As undertaken in this tender and the agreement to be executed by me us.
4. I / We have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me / us under the contract promptly in due time and rate irrespective of whether BEML has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case lesser than the minimum wages prescribed and are in force at the relevant period.

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NOTE – 1

Salary / wages, Employers contribution towards PF/ESI and any other statutory payment to the contract personnel will be made good by BEML. The same has to be paid by the contractor after duly certificate by the user / HR dept. All the above payment will attract TDS. Hence contractor should keep above aspect in mind while quoting service charge per day per contract personnel. The contractor has to ensure that the payment of wages and other payment if any as above be made in presence of BEML representative.

All necessary arrangement for verification submission of necessary document prior to appointment of candidates e.g. medical fitness certificate, police verification certificate, character certificate, diploma ITI certificate, Aadhar card etc. to be carried out at their own cost. No additional charges will be reimbursed to agency. The number of persons indicated above may vary i.e. either increase or decrease during the period of contract.

ANY INCREASE OR DCREASE ON MINIMUM WAGES. EMPLOYER'S CONTRIBUTION TOWARDS ESI/PF/BONUS/LEAVE WITH WAGES ETC.. SHALL BE MADE GOOD BY BEML LTD. THE CONTRACTOR MAY QUOTE "SERVICE CHARGES" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FILFILLING TENDER TERMS.

- Contractor should issue all safety appliances and photo ID cards to all contract personnel engaged and BEML will not reimburse the same.

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NOTE -2

1. The tender shall quote **service charges only** for deploying contract personnel in the field provided in "Item Date" in the system.
2. The commercial bid of only those contractors satisfying the qualification at per-qualification stage will be opened.
3. Please note in case "COMMERCIAL BID Section "VI" is submitted along with "PRE-QUALIFICATION BID SCHEDULE- Section II" (Annex A & B)" the **tender shall be rejected.**
4. A) To know the scope of the work. It is suggested to the interest contractor to visit BEML Ltd. R.O. New Bilaspur by taking prior appointment by calling telephone No. 07752-252065. Manager – HR before expiry of the date for submission of sealed tenders.

B) E-mail and faxed tenders will be summarily rejected.