

BEML LIMITED

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

BEML Limited, C/o Central Ordnance Depot, Dehu Road Pune - 412 101

Ph: +91 020-27675949 email: bempune@beml.co.in

Tender Document

Contract for engaging of 04 labours for loading & unloading of materials and unskilled work at BEML Pune Office.

Index

Slno	Description	Page No.
1	Tender Notice	2
2	Letter to Bidder / Tenderer	3
3	Tender Pre-Qualification Criteria	4
4	Technical Bid	5-6
5	General Terms and Conditions	7
6	Deposits	7
7	Termination of Contract	8
8	Period of Contract	8
9	Payment of Minimum wages	8
10	Arbitration	9
11	Statutory requirement	10
12	payment	11
13	Special Terms and Conditions	12
14	Scope of work	12-13
15	undertaking	14
16	Penalty clause	15-16
17	Commercial Bid	17

1. TENDER NOTICE

SUB :	Contract for engaging of 04 labours loading & unloading materials and unskilled work at BEML Pune Office.
-------	---

Assistant General manager (Defence Business) Pune Invites **Tenders in two-bid system (Technical Bid and Commercial bid in e-mode through BEML SRM platform)** from eligible reputed firms / Contractors / Agencies for the subject work.

Sl. No.	Description	Detail
1	The probable cost of work per annum Rs. Lakhs (Excluding ST)	Rs.8 Lakhs approx
2	Duration of the contract	The period of contract will be for a One Year and on satisfactory completion the same may be extended for the 2nd year with the same rates, Terms & Conditions if at all any requirement.

Other terms and conditions are as per Qualifying criteria and the NIT as below.

Tender Closing Date & Time: 15/10/2019 at 14.00 hrs

Please read the instructions carefully and submit your bid in SRM System complete in all respects **before 14.00 Hrs. on date 15/10/2019.**

Assistant General Manager
 (Defence Business)
 BEML Limited,
 C/o Central Ordnance Depot,
 Dehu Road Pune - 412 101

2. Letter to Bidder / Tenderer

To: M/s.

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the above cited tender notice we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad, and Marketing offices across India. Tenders in prescribed form is invited for the subject work, interested bidders can download the tender document released along with this notification and quote in two bid system as mentioned below:

Instructions for submission of the bids:

- 1) **Pre qualification bid** : EMD, or NSIC certificate, MSME Certificate (Firms claiming EMD, Integrity pact (if applicable) etc., to be submitted in a sealed cover super scribing the bid number, address etc., BEFORE THE BID CLOSING DATE&TIME. Failure to do so will result in rejection of the bid.
- 2) Both Technical Bid and Commercial bid are to be submitted through electronic mode only in the SRM system.
- 3) **Submission of Technical Bid:**
 - a. Please upload all the technical bid documents in the Collaboration Folder in the system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
 - b. Corrigendum regarding the tender if any will be published in BEML website only before the tender closing. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
 - c. Documents as indicated in the qualification criteria sheet are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)
 - d. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding
 - e. Please note that commercial bid / Price details should not be uploaded in the technical bid failing which the tender / bid will be liable for rejection.
- 4) **Submission of Commercial Bid:**
 - a. Please quote the price details in 'Item Data' in SRM system only against the respective items provided therein before tender closing date and time specified.
 - b. Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
 - c. Before submitting the quote the Firms may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of Assistant General Manager (Defence Business), BEML Limited Pune, Contact No.**020-27675949**
 - d. The offers should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads will not be entertained.)
- 5) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 6) For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:

SRM Team (Mr. Krishnamohan, Asst. General Manager & Smt. Anitha, Asst. General Manager)
CIO Office, BEML Soudha, BEML Limited
23/1, 4th Main, S.R.Nagar,
Bengaluru – 560027.
Phone no:-080-22963269, 22963141
E-Mail ID : admin.srm@beml.co.in

Thanking you,

Yours faithfully,

For BEML LIMITED

Assistant General Manager
(Defence Business), Pune

3. Pre-Qualification Criteria

A. Tender Description	As indicated in TENDER NOTICE above
B. Contract period	The period of contract will be for a One Year and on satisfactory completion the same may be extended for the 2nd year with the same rates, Terms & Conditions if at all any requirement.
C. Tender No.	(Bid invitation No to be super scribed on top of the covers for identification while sending sealed covers) Tender documents to be downloaded from BEML website www.bemlindia.in
D. Tender closing date/time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in above BEML website.
E. Security Deposit	10% of the annual contract value

A) Pre-qualification criteria (BIDS NOT COMPLYING WILL BE REJECTED)

Sl no	Description	Requirement	Remarks
		Value in Rs.	
A 1	Earnest Money Deposit (EMD) Returnable	20,000/-	

Account Payee Demand Draft (DD)/ Banker's Cheque of **Rs.20,000/-** (Rs. Twenty Thousands Only) towards Earnest Money Deposit (EMD) in favour of BEML Limited, payable at Mumbai has to reach the address as mentioned below on or before the closing date and time of the tender:-

**Asst. General Manager
BEML Limited,
C/o Central Ordnance Depot,
Dehu Road, Pune - 412 101**

As a part of Pre-Qualification process, Bidder needs to furnish the Pre-Qualification Bid by post/ courier or by hand before closing date and time of the tender.

The envelope containing above said EMD shall be duly superscribed at the top of the envelope with the Bid Invitation No. **6300029619** dated **01/10/2019**, **Closing date 15/10/2019** and Time 14:00Hrs and the words "PRE-QUALIFICATION BID" to be written in bold letters and sealed. The name and address of the Bidder shall be written on the left hand bottom corner of the envelopes.

Those Bidders who have not submitted Pre-Qualification Bid before the closing date & time of the tender, their tender will be rejected. Also tenders who have submitted EMD in the form other than Demand Draft/ Banker's Cheque, their tender will also be rejected.

If the EMD amount is exempted, the relevant documents to be submitted.

Annexure-A			
B) TECHNICAL BID			
FORMAT FOR PROVIDING INFORMATION PERTAINING TO TECHNICAL BID			
(To be filled in and should be signed with seal by the tenderer - Scanned copy to be uploaded in Collaboration Folder)			
1	Name in full under which the tenderer is proposing to execute the contract with Address :		
2	Address of official premises at Pune, if any.		
3	Telephone No. / Mobile No./ Fax No./ E-mail ID		
4	Average Minimum Annual financial Turn over in the last 3 years i.e. Rs.2.4 Lakhs per annum	copy of balance sheet/Income tax Return	Scanned copy to be uploaded
5	Experience in executing similar type of works / Deployment of labour, completed during last 7 years (i.e. from the date of tender issued by BEML) , value greater than or equal to the said requirement. <u>Enclose work done / performance certificates (Not work orders /POS) issued by the users.</u>	One work / Service Contract order completed costing/value not less than the amount of Rs.6 Lakhs per order. (i.e. One work order should be executed/completed by the Bidder/ Contractor to the above value).	a) Select any applicable one and upload scanned copy of similar work completion certificates issued by users. b) If the works /contracts were carried out in <u>other than</u> Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate.
		Two work / Service Contract orders completed costing/value not less than the amount of Rs.4 Lakhs per order (i.e. two work orders should be executed/completed by the Bidder/ Contractor to the above value)	
		Three work / Service contract orders completed costing/value not less than the amount of Rs. 3 Lakhs per order (i.e. three work orders should be executed/completed by the Bidder/ Contractor to the above value)	
6	Latest 3 Assessment Year IT returns Filing		Scanned copy to be uploaded
7	Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under		Scanned copy to be uploaded
8	PF / ESI Registration Certificate		Scanned copy to be

		uploaded
9	GST Registration Certificate	Scanned copy to be uploaded
10	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	Scanned copy to be uploaded

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

Name of the authorized person :

Designation

NOTE:

- a) Bidders are suggested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper / missing of documents uploading.
- b) Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, please immediately contact 080-22963 269 / 141 for help from SRM team.
- c) In case some of the above documents are not submitted / uploaded by the bidders, bempl reserves the right to either reject or obtain the documents / clarifications from bidders (against technical bid only). Decision of BEML will be final and binding.
- d) The above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation No. of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.
- e) Bidders are advised to upload the documents separately by giving appropriate names i.e., 1. For signed and sealed tender document uploading -FILE NAME = Tender Doc_Signedand Sealed 2. For Annual Turn over certificates - FILE NAME = AnnualTurnover etc., For having better clarity and easy identification, do not club all the documents in a one single file.
- f) The bidders who are having a valid registration Certificate of Statutory bodies (like NSIC "The National small industries corporation Ltd" etc.,) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration the firm has to upload the valid registration certificate along with technical bid on SRM Platform.
- g) The contractor to visit the site for better understanding of the area / work involved etc before quoting. Ignorance of site conditions at latter stage will not be entertained by BEML.

GENERAL TERMS AND CONDITIONS:-

1.1.1 The tender form is not transferable under any circumstances, Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.

1.1.2 The tenderer shall quote rate for Item wise, offer shall be valid for acceptance for a period of 90 (Ninety) days from the date of the tender opening. The quote should be exclusive of GST. The GST will be reimbursed at actual on production of documentary proof.

1.1.3 Deposits

1.1.3.1 EARNEST MONEY DEPOSIT (Refundable):

1.1.3.2 An earnest money deposit (EMD) (amount as indicated in qualifying criteria) to be submitted. No interest will be paid on the Earnest money deposit.

1.1.3.2.1 On tender finalization, EMD amount of unsuccessful tenderers, will be refunded.

1.1.3.2.2 The company shall be entitled to recover whole or any part of the security deposit/Bank Guarantee for any breach of contract. The company shall also be entitled to recover any sum due to it by the Firm during the progress of the contract or on successful completion of the contract under the terms and conditions of the contract.

1.1.3.3 SECURITY DEPOSIT / BANK GUARANTEE: The successful tenderer will be required to furnish security deposit for the fulfillment of contract. The Security Deposit at the rate of 10 % of the value of the annual contract will have to be paid by the Firm in the form of Bank Guarantee from any Indian Public sector bank .The Bank Guarantee should be valid up to the period of contract and *three months* AFTER THE EXPIRY OF THE CONTRACT. The Bank Guarantee will be returned to the Firm after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the Firm is not satisfactory or on account of the violation of any terms and conditions of the contract. The decision of the Head of the certifying authority will be final with regard to the encashment of Bank Guarantee.

1.1.4 Accident:

1.1.4.1 The Firm is solely responsible for making good the damages occurring on account of any accidents to his labourers due to his failure to take safety measure of whatsoever may be the reason. BEML should be totally indemnified by any claims what so ever due to accidents / damages.

1.1.4.2 From commencement to completion of the work, the Firm shall take full responsibility, taking precautions to prevent loss or damage. Firm shall be liable for any damage or loss that may occur during the progress of work. In addition, the Firm shall also be responsible for all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose, the Firm shall take an Insurance policy for all contract labour to cover the risk for the period of contract –“Contractors all risk policy”. The Firm has to obtain the policy before starting the contract.

- 1.1.5 Work has to be carried out without disturbing the work atmosphere.
- 1.1.6 All statutory recoveries such as, PF, ESI, taxes etc., has to be paid by the Firm every month and should produce the proof (challens) along with the claimed bill for payment from bempl every month.
- 1.1.7 BEML Limited reserves the right to accept or reject or sought further clarifications regarding any tender either in full or in part or to reject all the tenders without assigning any reason for its decision in this regard.
- 1.1.8 **TERMINATION OF THE CONTRACT:** In the event of any breach of contractual obligations as per the contract including scope of work, BEML Limited reserves the right to terminate the contract, by giving three months notice and accordingly the security deposit / Bank Guarantee will be forfeited.
- 1.1.9 PERIOD OF CONTRACT :**
- 1.1.9.1 The period of contract will be for a One Year on satisfactory completion the same may be extended for the 2nd year with the same rates, Terms & Conditions if at all any requirement.
- 1.1.9.2 The company reserves the right to terminate the contract by giving three months notice to the Firm, without assigning any cause or reason for such termination .The Firm shall not be entitled to claim any compensation or any damages for such terminations. The company also reserves the right to award parallel contracts for the above work if required, for more than one tenderer.
- 1.1.10 Rules and Regulations :**
- 1.1.10.1 The Firm has to comply with the various provisions contained in the Contract Labor Act (Regulation & Abolition) – 1970 and the rules there under.
- 1.1.11 Labour LICENCE:**
- 1.1.11.1 The tenderers has to posses the requisite license or has to produce the proof of applying for the same within one month from the date of awarding the contract from the ALC / RLC, Regional Labour Commissioner Central - under the contract labor (Regulation and Abolition Act) 1970 and rules there under.
- 1.1.12 PAYMENT OF MINIMUM WAGES**
- 1.1.12.1 The Firm shall ensure payment of minimum wages prescribed by the Central Wages from time to time
- 1.1.13 Disputes / Damages**
- 1.1.13.1 All claims arising by OR at the instance of the Contract LABOURERS OR THEIR HEIRS OR SUCCESSORS, INCLUDING CLAIMS UNDER the Employees Compensation Act Central Govt. from time to time shall be met by the Firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the Firm.

- 1.1.13.2 In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.
- 1.1.13.3 **“ARBITRATION OF DISPUTES:** Disputes, if any, that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited and the proceedings shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. The Arbitration proceedings shall be conducted in English language.
- 1.1.13.4 In respect of disputes arising under this contract or connected there-with, the court situated at Mumbai shall alone have exclusive jurisdiction to entertain and adjudicate there on.

1.1.14 The labours deployed in the contract:

1.1.14.1 Shall be ESI registered, Unskilled healthy and able bodied persons capable of executing the subject jobs. Age above 18 years, punctual, dutiful, obedient in nature and capable of executing the job efficiently, maintaining discipline and conduct while working within the premises of the company.

1.1.14.2 The labours deployed for the above contract need to be verified regarding their character and conduct from the local police station. The above Character and conduct certificate need to be submitted to Assistant General Manager – Pune within one month from the date of awarding the contract.

1.1.15 Statutory requirements

1.1.15.1 All statutory remittances of PF & ESI contributions, recovered from the contract labourers along with Firm's matching contribution, EDLI charges, EDLI administration charges and PF inspection charges shall be paid directly to the Regional Provident Fund Commissioner, Bangalore as per the procedure laid down. ESI Contributions also have to be remitted to the concerned ESI authorities After remittance, the Firm has to forward a copy of the recovery statements along with relevant challans to RPFC for their records.

1.1.15.2 The Firm will assist RPFC in settlement of the claims of their employees whenever claims arise, either due to terminations, discontinuance or death.

1.1.15.3 The extension of ESI & PF benefits to the employees of the Firm will be available only during the contract period. After the contract period is completed, contract labourers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new employer.

1.1.15.4 The Firm shall maintain all registers and records required for the payment made towards PF & FP, ESI payment of wages etc., and produce them for verification as and when called for by the company or by the inspecting authorities.

1.1.15.5 The Firm shall execute an agreement in a bond paper of Rs. 200/- (Rupees two hundred only) as per the format given by M/s. BEML Limited to carry out the subject work as per terms and conditions as directed.

1.1.15.6 The Firm 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.

1.1.15.7 Sub-Contract / Sub-letting:- Under any circumstances, this contract awarded by BEML Limited to the successful Firm, shall not be sub-contracted to any other party.

1.1.16 PAYMENT:-

1.1.16.1 Firm has to make payment to contract labours on or before 7th of every month through bank

- i. Proof of payment made to be submitted to officer incharge for verification of payments made.
- ii. The Firm shall ensure payment of minimum wages to the Contract Labours as prescribed by the Central Govt. from time to time (Firm has to bill accordingly to BEML).
- iii. The bidder/tenderer is required to make payment of Minimum Wages, Statutory payments like EPF, ESI etc and other payments as per the Tender Documents to the Contract labours engaged and to statutory authorities in time by themselves and then claim reimbursement of such expenses alongwith "Service Charges" from the Company by submitting Monthly bills alongwith proof of payment of wages and the other statutory charges. Please note that reimbursements will be made to the Bidder/Tenderer, only if the bills are accompanied by documentary proof of all these payments to labourer and other statutory authorities along with other documents mentioned in the Tender Documents treating it is a mandatory requirement

1.1.16.2 For the work executed, the Firm shall prefer claims giving details of work done, rate and value to the Performance Certifying Authority on monthly basis. The bill shall be submitted by the Firm within 3rd of every MONTH for the previous month of completion of the work, so as to ensure payment is made before the 7th of every month to the contract labours engaged. The Income Tax will be deducted at source on gross payment as per applicable percentage.

1.1.16.3 PAYMENT OF WAGES TO LABOURERS

1.1.16.3.1 Wages as per Minimum Wages Act has to be paid for all the contract labourers on or before 7th of every month.

1.1.16.3.2 Payment to Contract Labours to be made through bank account.

1.1.16.3.3 The statutory payment like ESI, PF, EDLI etc., have to be remitted every month regularly to the concerned authorities.

1.1.16.3.4 The Proof of remittance along with various register / returns have to be enclosed along with claims of the Firm with necessary returns/challans, (which are evidence for remittance of the PF, ESI, EDLI / Service Tax).

1.1.17 SPECIAL TERMS AND CONDITIONS:-

1.1.17.1 The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions towards PF, Bonus, 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 shall 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 BEML subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act & GST act for the entire payment.

1.1.18 The following conditions are deemed to have been included in the quote

1.1.18.1 Leave payment (Annual leave payment should be borne by the Firm)

1.1.18.2 Payment of PF/ ESI should be paid by the Firm

1.1.18.3 Payment of Bonus shall be disbursed as per payment of Bonus Act.

1.1.18.4 Payment of National & Festival holidays, weekly offs

1.1.18.5 For every 20 days, one day paid holiday wages to be provided by the Firm.

1.1.18.6 The Firm shall get the work done by engaging supervisors, the firm has to identify and give the details of such supervisor in writing to **Officer In-charge**. The supervisors should organize and supervise the work and take instructions from the **Officer In-charge**.

1.1.18.7 The item rate will remain the same for all the days including Sundays and holidays and for periods beyond normal duty hours.

1.1.19 WORKING HOURS:

1.1.19.1 The work shall be carried out in General shift on all days as per the requirement of the company from time to time.

1.1.19.2 The entry and exit of Contract workman into the factory area is controlled by the security authorities of the company. The Firm should strictly adhere to the timings of entry and exit laid down by the authorities and provide uniforms to the TCLs engaged as per specifications (the company will inform at the time of award of the contract), the rate quoted is deemed to include for the same.

Scope of Works

Work area and Description: Contract for engaging of 04 labours loading & unloading materials and unskilled work at BEML Office, Pune.

- i. Four (04) loading and unloading Labours, deployed in General Shift (9 AM to 5 PM) on all the days or as per the requirement of the company from time to time. No. of labours to be engaged shall be increased / decreased based on day to day work requirement.

The Contract Labours are responsible for:

- i. Filing of official documents, Xeroxing of documents and handing over document to COD etc,
- ii. Entry of vehicles at security gate after completing various formalities
- iii. Unloading of materials inside of COD
- iv. Opening of cases and physical verification of the stores
- v. Shifting of items from various COD, Depots to BEML warehouse
- vi. Marking layouts for CQA inspection
- vii. Affixing tag and wax sealing of sample after CQA inspection
- viii. Pasting of hologram stickers on the complete stock cleared by CQA
- ix. Repacking of items
- x. Movement of the stores from BEML warehouse to 3 sub depot
- xi. Handing over of items to COD.

Man power deployment:

- i. 04 labours

Description	Labours
On working days preferably in General Shift (9 AM to 5 PM)	4
On Sundays and Holidays	-

1.1.19.3 Care should be taken to ensure that the materials do not get damaged while the work execution. Losses due to improper handling of material to be borne by the Firm.

1.1.19.4 Items to be issued by the Firm for the Labours within one month from the release of Work Order

1.1.19.5 Two pairs of stitched uniform /annum

1.1.19.6 PPE (One pair of shoes with 2pairs of socks (for 1 years) and one safety Helmet)

1.1.19.7 Photo identity card

UNDERTAKING:-

- 1.1.20 I/We agree to execute the works mentioned under the scope of work and the terms and conditions as directed
- 1.1.21 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.
- 1.1.21.1 I/We have read and understood the 'SCOPE OF WORK' special terms and Conditions and General Terms and Conditions of the Tender before submitting my/our tender for this work and I/We agree to abide by the Terms and Conditions out-lined above.

LABOUR ACT:

- 1.1.22 The Firm shall deploy required labours to achieve the required task and ensure best workmanship of the degree required under various specifications and to the satisfaction of Certifying Authority. The Firm shall remain liable for the payment of all wages or other remuneration to his labourers or employees under the Minimum wages Act, Payment of Wages Act - 1936, Employees compensation Act 1923, ESI Act 1943, Payment of Bonus Act 1965, Provident Fund and Miscellaneous provisions Act 1952 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the Firm fails or neglects to pay amount, due to him under Employees compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount concerned and remit the same to the authorities concerned and such payment shall be binding on the Firm.
- 1.1.23 In the event of contract being awarded, the Firm is responsible for implementing the provision of the contract Labour act in to and also responsible for any repercussions arising there from non-compliance thereof.
- 1.1.24 Firm should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 1th of each month to officer in charge, so that the PF amount remitted by the Firm can be ascertained and recovered / payment obtained irrespective of the fact whether work order is issued or not.
- 1.1.25 If there is any default on the part of the Firm on estimated amount towards ESI liability /PF liability including the penalty, the penalty damage will be recovered by the company from the bills of the Firms. If sufficient amount is not available, it will be recovered from security deposit / bank Guarantee.
- 1.1.26 Firm should maintain all registers and records required for ESI, PF payment of wages, Service Tax etc., under the statutes, and produce them for verification as and when called for by company inspecting authorities.
- 1.1.27 Contract labour (Regulation and abolition) Act,1970 under section-12 and rule 21 prescribes that every Firm who employs manpower for executing contract, should obtain license from labour authorities to carry out any works, contract, so that the contract labourers employed by the Firm are not deprived of the facilities provided under the Act. Such license shall be produced to BEML authorities before commencement of work.

1.1.28 The contract labours shall not be retained on overtime work on any day. If however, such contact labourers are retained to work on any day including Sundays/Holidays, they shall be paid as per payment of wages Act / extra allowances / wages for their extra working for such time as to be regulated as per Factory's Act

1.1.29 If the work is not carried out satisfactorily, the Firm 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 Firm shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the Firm.

1.1.30 The Firm shall arrange for the work in shift assigned subject to security check and instructions of the company rules laid down from time to time.

1.1.31 All the labourers, shall have photo identity cards which should be produced while on duty for identification.

1.1.32 The successful tenderer has to start the work within Seven days from date of issue of Acceptance letter.

1.1.33 BASIS FOR CERTIFICATION :-
The total number of Mandays duly certified by the certifying authority per month shall be the basis for effecting payment per month.

1.3.13. All disputes arising out of this contract shall be referred to the decision of the Asst. General Manager at Pune.

1.4 PANALTY CLAUSE

The amount payable by the Firm as stipulated below shall be without prejudice to the other rights of remedy available to the company on account of such delay in completion of the works :

SL	Description	Compensation Leviable	Maximum Compensation Leviable
01	ID Card should be issued within one month after releasing of the Work Order	0.1% per week of delay from the contract bill	1% of the monthly contract bill.
02	Should cover all the contract workers under ALL RISK COVERAGE POLICY before start of the contract	0.2% per week of delay from the contract bill	2% of the monthly contract bill.
03	Daily/Monthly attendance details to be submitted to Store Departments.	0.1% per week of delay from the contract bill	1% of the monthly contract bill.
04	Monthly wages to be paid on or before 7 th of every month.	0.1% per day of delay from the contract bill	1% of the monthly contract bill
05	Bonus bills to be submitted within the stipulated date declared by management.	0.1% per day of delay from the contract bill	1% of the monthly contract bill
06	Safety Shoes (Personnel protective equipments) to be issued within 2 months after releasing of the work order	0.1% per day of delay from the contract bill	1% of the monthly contract bill

07	Bank A/c opening & payments through BANK within one month from the date of awarding contract	0.1% per day of delay from the contract bill	1% of the monthly contract bill
08	Delay in remittance / filling of returns of PF contribution	0.1% per day of delay from the contract bill / BEML reserves the right to with hold further payment of bills .	1% of the monthly contract bill
09	Bank Guarantee has to be submitted within 15 days from the date of awarding contract	0.1% per day of delay from the contract bill	1% of the monthly contract bill

a) Shortage of man power deployment will attract demurrages as per the following conditions:

Number of man days / month	Number of short supply man days / month		Penalty = deduction of monthly bills by %
	No. of Days	%	
104	0	0	nil
99	5	5	0.25%
94	10	10	0.50%
88	16	15	0.75%
78	26	25	1.00%
More than 25%			To the discretion of Officer incharge

Accepting all terms and conditions of the subject tender unconditionally.

Asst. General Manager
PUNE

SIGNATURE OF
FIRM(S)

1.5 COMMERCIAL BID

Price Bid through E mode: - (NOT TO BE UPLOADED & NOT TO BE SEND THROUGH POST)

BILL OF QUANTITIES

SL No	Description	Unit	Estimated No. of Mandays for 1 year
1	For Four (04) loading and unloading labours, deployed in General Shift (9 AM to 5 PM) on all the working days or as per the requirement of the company from time to time.	Nos.	1248
Total Mandays			1248

Sl. No.	Particulars	Quote in respective 'Item Data' in the SRM system of E-Procurement in Vendor Log-In
1	AGENCY SERVICE CHARGE PER DAY PER LABOUR	Please quote the rates (Rs/-) on lump sum basis against the respective item (Sl. Nos. 1)

NOTE :

- 1) Rate quoted shall be exclusive of the **GST**.
- 2) In case Tenderer is not quoting for all activities, then their offer shall be rejected.
- 3) The contract labour 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 PF/BONUS/LEAVE WITH WAGES (Un-availed Earned Leave), ETC, SHALL BE MADE GOOD BY BEML Ltd on submission of copy of Government notification as proof. 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 Management after duly certified by the user dept and no separate service charges will be paid for such disbursements. All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per Contract Personal. The no. of persons indicated above may vary i.e. either increase or decrease during the period of contract. THE CONTRACTOR MAY QUOTE "AGENCY SERVICE CHARGES" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.
- 4) L1 will be determined based on the L1 rates quoted. The Tenderer whose rates quoted is lowest will be considered as L1.