

## BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
 DISTRICT OFFICE BHILAI, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001

### TENDER ENQUIRY (Bid invitation)

Sub : Contract for Supply of contract manpower at District Office Bhilai, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, having its DISTRICT OFFICE, BHILAI, BEML LIMITED, **Room** No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001 intends to tender for providing Loading Unloading(Unskilled work), Skilled/Clerical & Security work at the Premises of BEML Limited, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001 In this connection, BEML LIMITED invites offers in **two bid system** (through **e-mode**) for 02 years period as per the following man power requirement

<b>SL. No.</b>	<b>Category</b>	<b>No. of Contract personnel</b>
1	<i>Unskilled Labours</i>	<b>03</b>
2	<i>Skilled/Clerical</i>	<b>01</b>
3	<i>Security Guards</i>	<b>04</b>

Any additional requirement of the personnel at short notice, for a short period, should also be provided by the agency at the contract rates finalized.

Please quote your lowest charges in BEML SRM system to provide the services as above **as per the Commercial Format** as provided at SRM system (Item Data – Commercial bid) and your offer should be valid for 3 months from the date of closing of this tender.

To know the scope of the work, it is suggested to the interested / eligible bidders to visit our office by taking prior appointment by calling telephone No 0788-2223882/3880 before closing date for submission of your offer. The closing date for this tender is 23.10.2019.

The service providers have to submit their quotation in two parts. Viz. Part A- Technical Bid & Part B – Commercial Bid .

**1) Technical bid (Part A)** : In the technical bid, bidder shall upload the following documents in SRM Collaboration Folder in the system.

a) Documents with respect to experience certificates, financial turnover, PF & ESI Code Numbers, Registration CERTIFIATES. for Service tax REGISTRATION CERTIFICATE etc. and all other relevant documents /details as specified in Pre-qualification bid at **Annexure A**.

b) Filled in /signed document of **Annex-B**

c) Submission of EMD - Scanned copies of Demand Drafts OR BY RTGS for Rs. **1,00,000.00** (Rupees One Lakhs only) towards Earnest Money Deposit . DD shall be in favor of “ BEML Ltd” payable at Bhilai. IN THE BANK, AS DETAILS BELOW :-

Account Number : 10621584496

Bank Name : State Bank Of India , Sector -1 , Bhilai

IFS Code : SBIN0000330

Micro and Small Enterprises (MSEs) may be exempted from submission of EMD as per government policy. For MSEs, the exemption from earnest Money is to be granted only on submission of valid Entrepreneurs Memorandum number (EM-Part-II)/Udyog Adhaar Registration Certificate number. SSI/NSIC certificate holders should also submit a self attested copy of EM part-II/ Udyog Adhaar Registration Certificate number.

d) Any other general information relevant to above.

**Bids submitted without receipt of DD or Valid MSE certificate in time towards EMD as above will be rejected. Same should be submitted before 12.00 PM of date of Technical Bid opening 23.10.2019.**

EMDs of unsuccessful agencies will be returned with out any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit.

**Please ensure that No price details (Agency Charges) are entered in technical documents uploaded in the Collaboration Folder (or) in the envelop containing DDs towards EMD.**

**2) Commercial Bid** (Part B): Quote at SRM system should contain details of Service Charges only (**Agency commission**) on **per head per day basis** as below.

All statutory payments including Central Minimum Wages, Employer's contribution towards PF, ESI, Annual Bonus, Gratuity, Service tax/GST etc. shall be made good by BEML. The service provider/contractor should also comply with all Terms & Conditions listed at **Annex- C, D & E**.

**The Agency Commission/CHARGES** 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 personnel per day**.

<b>SL. No.</b>	<b>Category</b>	<b>No. of Contract personnel</b>
1	<i>Unskilled Labours</i>	<b>03</b>
2	<i>Skilled/Clerical</i>	<b>01</b>
<b>3</b>	<i>Security Guards (without Arms)</i>	<b>04</b>

**NOTE:** The contract personnel deployed by the contractor 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 Management after duly certified by the user dept and no separate service charges will be paid for such disbursements and for payment of Bonus, if any. **All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per Contract Labourers.** The no. of persons indicated above may vary i.e. either increase or decrease during the period of contract. **THE CONTRACTOR MAY QUOTE "SERVICE CHARGES" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS & CONDITIONS.**

After submission of quote through online/e-mode as above, original DDs towards EMD shall be sealed in a cover super scribing Name of Work and Tender No with Submission date and shall be sent to reach the below mentioned address before **12:00 pm of 23.10 .2019.** Envelopes received / offers submitted after the due date/time shall not be accepted and BEML reserves the right to accept or reject any bid without assigning any reason thereof.

BEML Limited,  
 DISTRICT OFFICE BHILAI,  
 Room No. 22/C,  
 BSP Expansion Building Office,  
 Near Ispat Bhawan Bhilai,  
 District-Durg, Chhattisgarh-490001

Technical Bids (Part A) will be opened on **04.00 PM of 23.10.19** in presence of available/ eligible bidders who wish to be present **and** the Commercial bids (Part-B) of the Technically qualified offers will only be opened subsequently at a later date.

**NOTE:** 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.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

In case of any queries on Digital Signature or submission of bid in the system, please contact **BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.**

Thanking you,

Yours Faithfully,

for BEML LIMITED,  
District Office Bhilai  
**District Manager**

Ph.: 0788-2223882/3880

**ANNEXURE -A**

SUBJECT: CONTRACT FOR SUPPLY OF **04 NOS SECURITY GUARDS, 3 NOS UNSKILLED, 01 No. SKILLED / CLERICAL WORKER** AT DISTRICT OFFICE BHILAI, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001

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 documents in Collaboration folder as a part of technical bid.(Refer Tender document)

1	FINANCIAL TURNOVER	Agency should have not less than <b>RS. 10 lakhs</b> of average turnover for the last 3 years (copies of last 3 years Certified Audited Balance sheets incl. Profit and Loss account statements to be Attached)
2	WORK EXPERIENCE (copy of the records has to be enclosed)	i)The agency should be in the SIMILAR KIND OF contract/business at least for the past 05 years. ii)At least one Regional/Branch/Head Office of the agency should be located in Bhilai or nearby area. The successful agency shall have to position a liaison officer at Bhilai for the complete contract period for complete fulfillment of the contractual obligation round the clock. iii) The agency should produce proof of handling at least <b>02</b> contracts not less than the tendered manpower service providing similar services <b><u>in large Industrial organizations/ PSU establishments supported by 26AS Or TDS Certificate.</u></b>
3	Description of Work	Presently for Providing of 04 Nos. Security guards,01 No. <b>Skilled / Clerical</b> , and 03 Nos. Unskilled Labour. <b>However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the applicable statutory rate and same service charge within 15 days of placement of PO for the same by BEML.</b>
4	Other Documents	The tenderers shall submit the copies of Income tax returns filed for the last 3 years. A certificate duly signed by the Managing Director to the effect that all personnel deployed have been fully verified by the Police Authorities. The tenderers must filled the Up-to-date GST1 & 3 - Return.
5	Statutory requirements	The tenderers must have ESI,PF,GST & Labour Licence has to be submitted in "C" folder while uploading the BID. of their own and fulfill all statutory requirements as

		<p>applicable to Contract Labourers.          Those firms not having ESI &amp; PF codes must obtain the same within 15 days of receipt of LOI/work order if successful. <b><i>A letter of undertaking should be submitted to this extent on our intimation before receiving work order.</i></b></p>
6	EMD	<p>Scanned copies of <b><u>DDs for EMD amount Rs. 1,00,000/- (Rupees One Lacs )</u></b> in favour of BEML Ltd, payable at Bhilai shall be uploaded in the collaboration folder . Original DDs shall reach us before closing date /time of Tender <b><u>(i.e. before 12.00 PM of 23.10.2019)</u></b>          Micro and Small Enterprises (MSEs) may be exempted from submission of EMD as per government policy. For MSEs, the exemption from earnest Money is to be granted only on submission of valid Entrepreneurs Memorandum number (EM-Part-II)/Udyog Adhaar Registration Certificate number. SSI/NSIC certificate holders should also submit a self attested copy of EM part-II/ Udyog Adhaar Registration Certificate number.</p>
7	Desirable	ISO 9001 certification
8	Questionnaire	Annexure-B, to be filled and uploaded along with this Annexure A (Pre-qualification bid) failing which bid will not be considered.
9	Performance	Technical and Commercial evaluation will be done also based on the past performance of the Existing and Previous Contractor and accordingly BEML will consider for qualification criteria.

**Signature of the Tenderer with Seal**

**ANNEXURE-“B”**

**SUBJECT: CONTRACT FOR PROVIDING 04 NOS SECURITY GUARDS, 03 NOS UNSKILLED, 01 No. SKILLED / CLERICAL WORKER AT OUR DISTRICT OFFICE, BHILAI, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001**

**QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST  
OUR TENDER -**

**(To be filled in, seal and signed by the tenderer and upload in collaboration folder )**

01.	Name in full under which the tenderer is executing the contract	
02.	Address of official premises at Bhilai.	
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 to engage Contract Labour. (please indicate reference / No.)	
07.	Attach latest Income tax returns for 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 PF, GS,T ESI CERTIFICATE. (Attach copy)(See para 6 of Pre-qualifying bid)	
10.	Nature of other contract handled in any other firm with details regarding No. of Labourers, period etc,	
11.	Details of works carried out for the past three years (Attach certificates)	
12.	Whether you have all India presence (YES/NO)	
13.	Since how long are you supplying Contract Personnel? (Attach Registration Certificate as proof)	



14.	How many labourers you have in your contract at present? Also submit labour license.	
15.	Have you covered all your workmen under ESI Act?	
16.	Have you covered all your workmen under PF Act & EP scheme?	
17.	Enclose details of the companies / undertakings where you have undertaken contracts (Also mention the period of your association / contract with them) from the inception of your firm	
18.	G.S.T REGISTRATION Certificate :	
19.	Indicate Two references	1: 2:
20.	Have You filled Up-to-date GSTR 1& 3 Return for your organization.	
21.	ENCLOSE PSARA (PRIVATE SECURITY AGENCY REGULATION ACT) CERTIFICATE	

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

I / We hereby certify that all the terms and condition of this tender is unconditionally accepted.

PLACE :

DATE :

SIGNATURE / SEAL OF THE TENDERER



**ANNEXURE – C**

**SUBJECT: CONTRACT FOR PROVIDING 04 NOS SECURITY GUARDS, 03 NOS UNSKILLED, 01 No. SKILLED / CLERICAL WORKER AT OUR DISTRICT OFFICE BHILAI, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001**

**SPECIAL TERMS AND CONDITIONS**

01. The contractor has to engage trained/experienced contract personnel per day to carry out the loading unloading (Unskilled work), sanitary, security services, clerical services. **However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the applicable statutory rate and same service charge within 15 days of placement of PO for the same by BEML.**
02. The payment of Minimum Wages (Central) to the Contract labourers has to be made on or before 7<sup>th</sup> day of every month by the Contractor. The present central wages for category B city as applicable to Bhilai are to be indicated below:

Sl. No.	Description	Present Central Minimum Wages		
		Skilled / Clerical	Unskilled	Security Guards
01	Basic + VDA	645.00	487.00	645.00
02	Total Wages per day.	.00	.00	.00

**However, all statutory payments/deductions/remittances are to be effected as applicable and as amended from time to time.**

03. The Successful bidder 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 labourers / Personnel, the contractor will submit his claim.
- B. Contractor shall engage labourers after covering them under PF & ESI Act. Labour without ESI coverage will not be allowed to enter the Company premises.
- C. Contractor has to ensure that the personnel deployed with BEML shall not be working for other firms during their leisure shifts.

- D. Whenever Management 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.
04. The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National and Festival Holidays, 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.
  05. The contractor should also make payment of minimum bonus, if any, as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
  06. The statutory payment like ESI, PF, EDLI etc., have to be made every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and to the concerned officer.
  07. 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.
  08. Normal office working hours will be from 9.00 Hrs to 17.00 Hrs. However, the shift timings are subject to change and the contractor has to provide manpower as may be required by BEML from time to time.
  09. 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.
  10. 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, 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 labour 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 /challans under various statutory requirements including ESI/PF/Contract Labour (R&A) 1970 Act etc should be produced to the concerned official every month.
  - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer of company.
  - c. The contract labourers 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.
11. Contractor should provide following or any other required documents forms from time to time under Contract Labour (R&A)1970
1. Register of Wages in Form XVII.
  2. Muster Roll in Form XVI.
  3. Register of Deduction in Form XX.
  - 4 Half yearly return in Form XXIV.
  5. Muster rolls in Form No XXII
  6. Attendance Register in Form No VII
  7. Wage Slips in Form XIX etc.....
12. 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.
13. 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.
14. All the personnel as deployed shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

15. 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.
16. All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
17. The labors employed for executing the work in this contract shall be healthy and able bodied person, capable of doing the work for which their services are indented. They shall be over 18 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company.
18. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors 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 contractors and at it option also be entailed to terminate the contract.
19. The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & 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, **the contractor shall take 'Employees Compensation Policy or Contractors 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 taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.

20. The contractor shall provide manpower as required on all working days / Sundays / holidays for carrying out the services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work. The entry badges will be issued only to the number of labors specified.
21. The contractor shall arrange for his Security Personnel to work in the three shifts, the timings for which will be indicated by the District Manager from time to time.
22. The contractor shall make his own arrangement for Transportation of his labors TO & FRO Office.
23. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at BHILAI shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
24. Service Charges includes Indirect labour expenses, viz., accessories required for security personnel, shoes, socks, uniform, cap, belt, whistle, Name plates, Lathi, Torch, Rain coat & Jersy (if required), and hand globes, helmet and other safety appliances etc., as applicable to workers deployed. Complete Safety and Security of the personnel deployed shall be the sole responsibility of the contractor and the contractor has to provide all safety appliances to the personnel deployed. In case of any lapses noticed, BEML reserves the right to impose penalty @ Rs. 500/- per case or at the discretion of BEML subject to maximum deduction of 10% of the running Bill. BEML also reserves the right to provide the safety appliance in case the same is not provided by the contractor and recover the amount from the contractor's Bill and also impose penalty at the discretion of BEML subject to maximum deduction of 10% of the running Bill.
  - a. Identity Cards to the Personnel if any.
  - b. Obtaining Employees Workmen Compensation policy or CAR POLICY.
25. The security personnel deployed by the Agency shall be on duty for eight hours a day and it shall also be ensured that the next personnel take over charge from the duty guard after his duty of eight hours. The security personnel posted during any particular shift shall be relieved by the next shift duty personnel, and till then they will remain at their duty points. However, if any personnel are absent from duty, the amount will be recovered proportionately from Agency's bill.

26. The Agency shall ensure perfect discipline and behavior and diligent performance duties by the personnel, who shall not in any manner cause any interference, annoyance, nuisance to other officiating incharge.
27. For occurrence of any incidence like theft, pilferage, etc owing to gross negligence for the assessed loss, damage, if any, caused thereby. Agency shall have to take appropriate action with the police as required under laws.
28. The personnel provided by the Agency will not have any Request/Claim for any sort of employment or otherwise, either temporary or permanent with the Company. In the event of any employment injury or accident occurring to any of the personnel engaged by the Agency, the liability for payment of any compensation or damages will be that of the Agency alone and the Company shall be no way be liable for such payment of compensation/damages

29. The nature of the works to be performed by the Agency are mainly of Security Services which mean and include the jobs like :-

Round – the – clock security at the premises.  
Checking of incoming & outgoing vehicles.  
Maintaining Register for vehicle movements.  
Maintaining Gate Passes.  
Maintaining Register for Visitors.  
Frisking  
Locking and Sealing of Gates and doors.  
Any other jobs assigned from time to time

30. Working hours (subject to change from time to time)

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

Deployment of contract workers are to be effected as per BEML's requirement only. BEML reserves the right to allocate duties either in above shifts or in General shifts with different working hours in respect of Supervisors/Guards as per companies requirement. Total wages for 04(Four) security guards will be paid by BEML. It will be the sole responsibility of the agency to have sufficient relievers to work efficiently 365 days round the clock.

31. 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.
32. The contractor shall employ security personnel to achieve the required rate of progress and ensure best workmanship of the degree required under various



specifications and to the satisfaction of the Company. 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, 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 there to 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 labour 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 /challans under various statutory requirements including ESI/PF/Contract Labour (R&A)1970 Act etc should be produced to the office every month.
- b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer concerned of company.

33. The Successful bidder should arrange Security personnel for entire office premises including stock yard etc.
34. The Successful bidder shall arrange to safe guard the materials & the properties of the company by posting security personnel in such a manner and such points so as to ensure full security cover of the premises /property.
35. The Successful bidder will arrange for surprise inspection of the entire premises to ensure that the Guards are alert at all times . The company reserves the right to depute its own inspection staff to conduct surprise check.
36. The successful bidder should supply his security personnel throughout the year in all shifts 24/7 and they shall not be engaged for more than 8 hours duty in a given day.
37. Technical and Commercial evaluation will be done also based on the past performance of the Existing and Previous Contractor and accordingly BEML will consider for qualification criteria.

1. The services shall inter-alia cover the following specific aspects:-

- (i) Security including protection of premises /company property/personal security of company employees in the premises & avoiding nuisances in the company premises.
- (ii) Prevention /protection of the materials from theft & fire
- (iii) Maintenance of law & order and discipline in the premises.  
Ensure that un-authorized persons do not enter the premises



2. The Security 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 the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons

38 PAYMENT: The contractor shall submit bills after satisfactory completion of the work every month to the BEML office duly coordinated by the officer of company. If any remarks regarding the nonperformance etc., proportionate deduction will be effected from the Bills.

39 PENALTY: Penalty will be imposed on the service provider /agency for non-performance including forfeiture of the Bank Guarantee/Security Deposit at the discretion of BEML only. Apart from this, if the services are found to be unsatisfactory, BEML management has every right to short close the contract with or without giving notice. BEML also reserves the right to cancel the tender at any point of time without assigning any reason whatsoever.

**Signature of the Tenderer with Seal**

**ANNEXURE :D**

**I. TERMS AND CONDITIONS**

SUB.: CONTRACT FOR PROVIDING **04 NOS SECURITY GUARDS, 03 NOS UNSKILLED, 01 No. SKILLED / CLERICAL WORKER** AT OUR DISTRICT OFFICE, BHILAI, BEML LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001

1. The Successful Bidder or his authorized representative should visit the posted places of his personnel at-least once in a day and meet the concerned 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 Bidder shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Bidder must visit the site i.e Plant before offering his unit rates for better understanding the requirement.
4. The Bidder shall agree, not to 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. Late tenders and conditional tenders are liable for rejection. BEML reserves the right to cancel the tender at any point of time with/without assigning any reason whatsoever.
6. Quotations without the EMD or insufficient EMD will be rejected out rightly and such bidders will not be allowed to participate in the tender opening.
7. The agency shall provide all personnel within the age of 60 Years. The agency is required to provide all safety appliances to their deployed manpower without fail and shall be solely responsible for safety of their personnel and will indemnify BEML for any lapses/loses arising out of the same. Appropriate penalty ,as may be decided by BEML Limited, will be levied for non-performance of personnel engaged by the agency& on the basis of complaints, the amount so levied as penalty will be deducted out of agency's corresponding monthly bill.

**8 PERIOD OF CONTRACT:**

The period of contract shall be for **TWO YEAR** from the date of commencement as per the work order, with an option for the company to extend for a further period 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.
- 9 Contractor shall employ Contract Labourers only who are covered under ESI. Contract Labourers without ESI registration will not be allowed to enter the premises of the factory and to carryout any work.
  - 10 The contractor will assist RPF in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc.,.
  - 11 The extension of ESI & PF benefits to the contract labour 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.
  - 12 The contractor shall maintain all registers, returns and records required for the payment made towards ESI/PF & EPS, payment of wages , 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 company or by the Inspecting Authorities.
  - 13 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.
  - 14 **SECURITY DEPOSIT:** The Successful bidder have to submit a DD towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to one month's bill amount which should be valid up to 6 months after completion of contract Period.

The DD shall be made on BEML Ltd., payable at **Bhilai**. In case of Bank Guarantee, the same shall be submitted from any Public Sector bank in the standard format which shall be provided by BEML.

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 from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

15. **Risk Purchase Clause:** In the event of failure of the services to deliver or execute within the stipulated date/period of the service work order or in the event of breach of any of the terms and conditions mentioned in the supply order, M/s BEML Ltd Bhilai or other offices have the right to obtain the services from elsewhere after due notice to the defaulting service provider at the risk and cost of the defaulting service provider.

In the event of failure of the services as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other services pending in the same BEML Ltd. Bhilai and also in any other offices of BEML Ltd.,

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the services even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the service provider fails to respond to BEML Ltd.'s request for supply of the services and fails to provide any reason which is considered to be genuine.
- iii. When the service provider breaches any of the terms and conditions of the service work order and as a result fails to execute the service order satisfactorily.

SIGNATURE /SEAL OF TENDERER

## **II. General Terms & Conditions:**

(‘Purchaser’ refers to BEML and ‘Supplier’ refers to ‘Service Provider/Agency/successful bidder’ 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 bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

Courts at **Bhilai** shall alone have sole jurisdiction to decide any issue arising out of the Arbitration.

### **(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 Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the 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 **Bhilai** 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.

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

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser:**

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

**Commitment by the 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.

**Thanking you,  
For BEML Limited**

**District Manager  
Bhilai**

## **ANNEXURE - E**

CONTRACT FOR SUPPLY OF 04 NOS SECURITY GUARDS, 03 NOS UNSKILLED, 01 No. SKILLED / CLERICAL WORKER AT OUR DISTRICT OFFICE BHILAI, BEM LIMITED, Room No. 22/C, BSP Expansion Building Office, Near Ispat Bhawan Bhilai, District-Durg, Chhattisgarh-490001

### **SPECIFIC TERMS & CONDITIONS**

1. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of woman at Workplace (Prevention, prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
2. Contractor shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/Inspecting Authorities, which includes :
  - a) Register of workmen employed by Contractor in Form XIII.
  - b) Employment Card in Form XIV.
  - c) Muster Roll in Form XVI.
  - d) Register of Wages in Form XVII.
  - e) Wage Slips in Form XIX
  - f) Register of Deductions for Damage of Loss IN Form XX.
  - g) Register of Fines in Form XXI.
  - h) Register of Advances in Form XXII.
  - i) Register of Overtime in Form XXIII.
  - j) Any other relevant registers under various legislations including Form 22 (Muster roll) under Payment of Wages Act, Form 7 (Register of Contributions ) under ESI Act, etc.
3. Contractor has obtained/shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard

shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.

4. Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments, BEML, as principal employer, shall have the right to make the payment on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.

The Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF & ESI contributions along with the monthly bill for the following month.

5. The Contractor shall pay Bonus, Gratuity, etc to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act, 1965, including Sections 10 & 11, Payment of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The contractor shall submit the document in proof of having paid the Bonus/Gratuity to the labourers.
6. The contractor shall not deploy labour on overtime. If deployed on overtime, then the Contractor shall pay overtime wages and other benefits in accordance with the Law at his own cost.
7. The Contractor shall comply with all statutory provisions relating to Leave, Holidays, etc.
8. Contractor shall produce copies of all returns/challans, etc. submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.
9. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the

obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.

10. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
11. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph.
12. The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.
13. The contractor shall maintain register for recording daily attendance of the labour deployed by the contractor. The Register shall be maintained as per the requirement of BEML containing such details as may be desired by BEML.
14. The Contractor shall pay the wages to the Labourers engaged by him in the presence of the authorized officer of BEML by duly recording in the Register provided for the same with counter signature of authorized officer of BEML. In case the payment is being made by crediting their individual Bank accounts, the Contractor shall submit to BEML the proof for having paid the wages. In all such cases, the Contractor shall issue due pay slips to every labourer engaged by him under the Agreement and copies of the same will be submitted to BEML. No deductions other than statutory shall be permitted.
15. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees'

Compensation Act/ESI Act as the case may be. No responsibility shall rest with BEML in this regard.

16. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
17. The Contractor shall verify the antecedents of the labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph.

**Signature of the Tenderer with Seal**