

Ref : EMCP/1050010139/O&M-ETP/Tender Document

Date : 12-12-2019

Tender Document

Sub

Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.

Tender Document

Sub Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.

Index		
SINo	Description	Page No
1	Tender Notice	3
2	Letter to Bidder / Tenderer	4
2.2	Pre-Qualification Criteria	6
2.3	Technical Bid : Qualifying Criteria	10
2.4	Questionnaire	12
3	Scope of Work	15
4	Special Terms & Conditions	17
5	General Terms & Conditions	19
6	Commercial Bid	21
Total Number of Pages		22

1. Tender Notice

Assistant General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115 Invites Tenders in two-bid system (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.

SINo	Description	Details
1	Approximate value of contract	Rs 4.62 Lakhs (Excluding GST)
2	Duration of the contract	Two Years

Note : (1) Value indicated at 1 above includes all expenditures for Operation & Maintenance of 2 Nos of Effluent Treatment Plants for a period of 2 years.

(2) Firm to quote rate/job in Rs against BOQ.

For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT.

Please refer Bid Invitation and all attachments also.

AGM - Contract Purchase
EM Division, BEML Ltd
BEML Nagar, KGF – 563 115.
08153-279365

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.

Bids in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can download the tender document released along with this notification and quote in two bid system.

Instructions for submission of the bids:

(1) Pre-Qualification bid : EMD / NSIC certificate, MSME Certificate (Firms claiming EMD exemption) etc., are to be submitted to CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address etc., BEFORE THE BID CLOSING DATE & TIME.

(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.

(A) 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 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. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(c) Documents as indicated in the Technical qualifying criteria 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) 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.

(B) 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 bid, Firms may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of AGM – Civil Maintenance, EM Division, BEML Ltd-KGF. Contact No. 08153-263864 / 279953.

(d) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).

(e) Conditional offers are liable for rejection.

(3) This Letter + Tender document + Corrigendum if any, will be part of the contract.

(4) For any technical issues / assistance in submitting the tender in SRM platform, firms may contact BEML SRM Team at CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S. R. Nagar, Bengaluru – 560027.

Phone : 080-22963269, 22963141

e-Mail : admin.srm@beml.co.in

(6) For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT. Also refer Bid Invitation and all attachments.

Thanking you,
For BEML LIMITED
AGM - Contract Purchase
EM Division, BEML Ltd, KGF – 563 115.

2.1	(A) Tender Description	Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.								
	(B) Contract Period	Two Years.								
	(C) Tender Reference	EMCP/1050010139/O&M-ETP/Tender Document Dated 12-12-2019 Tender Reference / Bid Invitation Number 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.com).								
	(D) Tender Closing Date / Time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in Bid Invitation / BEML website.								
	(E) Security Deposit	10% of the Contract Value (Excluding GST).								
	(F) PF / ESI	Firm should have PF/ESI Code Numbers OR on award of contract, successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Karnataka) they have to agree to obtain separate sub code for the local area.								
2.2	Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)									
	(A1) Earnest Money Deposit (EMD) Returnable	Rs 9,250/-. (Rupees Nine Thousand Two Hundred and Fifty).								
(a) Method for Payment of EMD (Earnest Money Deposit) : EMD to be deposited in particular Bank a/c and the same will be used for refund. For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :										
<table><tr><td>Current Account No</td><td>Division / Complex</td><td>Customer ID</td><td>CIF No</td></tr><tr><td>38285193426</td><td>KGF</td><td>19574</td><td>40089</td></tr></table>			Current Account No	Division / Complex	Customer ID	CIF No	38285193426	KGF	19574	40089
Current Account No	Division / Complex	Customer ID	CIF No							
38285193426	KGF	19574	40089							
Link the account to your respective user id approaching local SBI. The accounts are first to be linked to the respective CIF mentioned against division. Further administrator has to perform some steps to link the account to SBI collect. SBI collect file is to be created and the branch is to be approached to approve the SBI collect link.										

Once it is approved by SBI Branch and their head office, they will provide one link and the same is to be provided to purchase department so that in each tender the respective link will be displayed.

Further auto sweep instruction to the respective cash credit account of the division is to be given.

Any clarification may be obtained from the respective bank and in case of difficulties, DGM(F), Corporate Office , BEML Soudha, BEML Limited, 23/1, 4th Main, S. R. Nagar, Bengaluru – 560027 may be intimated in order to take up with SBI.

Instructions for paying amount in the link

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

1. Click the link and it will take to the SBI collect site. (Annexure A)
2. Click the below conditions button and then proceed.
3. Select the below options (Annexure B)

State of Corporate / Institution * All India

Type of Corporate / Institution * PSU-Public section undertaking

Then click the Go

4. For **PSU - PUBLIC SECTOR UNDERTAKING Name**, select **BEML LTD KGF - (Annexure C)**
And then Submit

Select payment category as EMD/Tender Fee and fill the format (Annexure D).

Payment details indicating Bid reference, Transaction reference, Date and amount are to be sent to email id : emekgf@beml.co.in OR hardcopy of the payment details are to be sent to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115 in a sealed cover.

(b) If EMD amount is exempted, the relevant documents are to be submitted (soft copy in e-mail to emekgf@beml.co.in / hardcopy in a sealed cover to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115).

Pre-Qualification Bid Envelop should contain details of A1 [(a) or (b).

Pre-Qualification Bid Envelop should be addressed to :

AGM - Contract Purchase, EM Division, BEML Ltd., BEML Nagar, KGF – 563 115.

Pre-Qualification Bid Envelop should reach CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.

Annexure A

State Bank Collect

https://www.onlinesbi.com/sbcollect/collecthome.htm

Products & Services Know More

STATE BANK COLLECT
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

Terms Used

- > Corporate Customer: Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > User: The beneficiary making a payment to F/C/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

☐ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment.)

Proceed

Waiting for www.onlinesbi.com...

Annexure B

State Bank Collect

https://www.onlinesbi.com/sbcollect/sbclink/displayinstitutiontype.htm

SBI State Bank Collect

State Bank Collect State Bank Mops

State Bank Collect / State Bank Collect

Exit

State Bank Collect 05-Aug-2019 [12:51 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution * All India

Type of Corporate / Institution * PSU - PUBLIC SECTOR UNDER

Go

Mandatory fields are marked with an asterisk (*)

State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

© State Bank of India Privacy Statement Disclosure Terms of Use

Annexure C

The screenshot shows the State Bank Collect website interface. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/listinstitution.htm>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" logo and the text "Select from PSU - PUBLIC SECTOR UNDERTAKING". A dropdown menu for "PSU - PUBLIC SECTOR UNDERTAKING Name" is set to "BEML LTD KGF". There are "Submit" and "Back" buttons. A red message box states "Mandatory fields are marked with an asterisk (*)". The footer includes "© State Bank of India", "Privacy Statement", "Disclosure", and "Terms of Use".

Annexure D

The screenshot shows the State Bank Collect website interface for the payment details page. The browser address bar displays <https://www.onlinesbi.com/sbicollect/payment/showpaymentdetails.htm>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area shows the "State Bank Collect" logo and the text "BEML LTD KGF". Below this, there is a section for "Provide details of payment". The form includes fields for "Select Payment Category *" (set to "EMD/TENDER FEE KGF"), "Category Name *", "Payment Mode *" (set to "--Select Payment Mode--"), "Bank Reference No *", "Transaction Date *" (with a calendar icon), "Amount *", "Status *", and "Name of the Company *".

2.3

Technical Bid : Qualifying Criteria

The scanned copies of following Bidders qualifying documents are to be uploaded along with the Technical bid. **(BIDS NOT COMPLYING WILL BE REJECTED)**

SINo	Description	Requirement		Additional Information
		Details	Value (Rs In Lakhs)	
B1	NIT Acceptance Letter (To be down loaded from SRM Platform)	To be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B2	Corrigendum if any (To be down loaded from BEML website www.bemlindia.com)	All pages to be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B3	Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA	1.39	Scanned copy to be uploaded on SRM Platform
B4	Experience in executing similar type of works completed during last 7 years, value greater than or equal to the said requirement. Enclose satisfactory work done / performance certificates (Not work orders /POS) issued by the customers.	1 Similar work of Minimum value	3.70	(a) Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (b) If the works / contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate.
		2 Similar works each of Minimum value	2.31	
		3 Similar works each of Minimum value	1.85	
B5	IT returns Filing	Latest or for AY 2018-19 AY 2017-18 AY 2016-17		Scanned copy to be uploaded

Scanned copies of following documents may be uploaded along with the Technical bid if available at time of bid submission :

(1) Labour License under Contract Labour (Regulation & Abolition) Act 1970 and Central Rules made there under.

(2) PF &ESI Registration Certificate.

(3) PAN & GSTIN.

Pre-Bid Meeting / Study

(Not Mandatory) but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract : AGM – Civil Construction and Services, BEML Ltd, KGF.
08153-263864 / 279952 / 279953

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, SRM Team may be contacted at 080-22963 269 / 141 for help.
- (c) In case some of the above documents are not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain clarifications from bidders (against technical bid only). Decision of BEML in this regard will be final and binding.
- (d) 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 Number 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) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names ie.,
 - (1) For signed & sealed tender document – FILE NAME = Tender_Doc_Signed&Sealed
 - (2) For Annual Turn over certificates – FILE NAME = Annual_Turnover etc.,Do not club all the documents in one single file.
- (f) 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, firm has to upload the valid registration certificate along with technical bid on SRM Platform.
- (g) Contractor to visit the site for better understanding of the area / work involved etc. before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.
- (h) Items (if any) quoted by the vendor has to conform specified brand / requirement / IS and their samples to be approved by BEML before bulk supply.
- (i) Firm has to ensure updating their GST details at BEML WEB SITE www.bemlindia.com.

2.4	QUESTIONNAIRE (To be filled in by the Tenderer and to be uploaded along with the Technical Bid)	
1	Name in full and address, under which the tenderer is proposing to execute the contract.	
2	Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division).	
3	Address of official premises at KGF, if any.	
4	Address of official premises at other places	
5	Telephone / Mobile / Fax / e-mail ID	
6	Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
7	Indicate ESI Registration/ Code No.	
8	Indicate PF Registration / Code No.	
9	Indicate GST Registration No. and applicable SAC for the subject work.	
10	Firm has to update their GST details on BEML website (www.bemlindia.com).	
11	Nature of other works contracts and period dealt (Add additional sheet and upload if required).	
12	Details of works carried out for the past three years.	
13	Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them)	
14	Does your agency have ISO registration? If so, give details.	
15	Income tax PAN No	
16	Copies of satisfactory performance certificates with value executed	
17	Quoted price is deemed to be Exclusive of GST	
18	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	

19	<p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To : The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub : Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code :</p> <p>2. Vendor Name :</p> <p>3. Account No :</p> <p>4. Name of the Bank : Address :</p> <p>5. IFSC Code : (Indian Financial System Code)</p> <p>6. MICR Code : (Magnetic Ink Character Code)</p> <p>7. NEFT Code : (National Electronic Fund Transfer)</p>	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		

2.5 Important Notes :

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
7. Selection of L1 firm will be based on the value of Total value "Sum [(QTY x Unit Rate)]" for all items as per BOQ.
8. Payment Terms will be against certification of user department (SRM code = L046). Bidders are requested to indicate / select the same while quoting the commercial bid.
9. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

3. Scope of Work**Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.**

Note :

- (a) Contractor has to study and understand complete scope of Work, Special terms & Conditions and General terms & conditions before quoting the tender.
- (b) Non performance of job in any area will lead to deduction proportionately from the bills payable.
- (c) Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.
- (d) Following scope of work is included to be executed all as per instructions / directions of the Officer in-charge of Civil Maintenance – EM Division.

1	Firm has to depute semi skilled operator to BEML LTD, KGF on all working days.
2	All the parts of the ETP like Compressor Lamella Clarifier Pumps, Pressure, Sand filter and carbon filters should be checked daily.
3	Firm representative has to remove sludge collected in the grit chamber and sludge drying beds and store in the bins for further disposal.
4	Operator has to operate both the ETP's on daily basis, except on holidays.
5	Firm has to monitor the working of ETPs and any minor problems noticed to be attended immediately.
6	Firm has to maintain clean environment in and around the plants.
7	Required chemical dosage is to be carried out regularly to maintain the treated water chamber with in specified limit as per KSPCB.
8	Monthly samples of treated water to be collected from each plant for analysis of water in authorized laboratories and analysis report to be submitted to BEML.
9	3 Kg of chemical (poly electrolyte) & 3kg of Alum, has to be supplied by the firm per month for two numbers of ETP's.
10	Good house keeping is to be maintained by firm.
11	Complete documentation, log book , status report etc has to be maintained by firm.
12	Firm has to arrange for testing of Treated water at KSPCB authorized labs and furnish analysis report to BEML, KGF.
13	Firm has to bring all the required special tools and general tools required for the above work. Chemical and PH papers to be brought by making entry at the gate and to be certified.
14	Payment will be made once in three months based on satisfactory completion of O & M of plant.
15	Operator should be provided with uniform, shoes, gloves & mask. Operator to be covered under ESI & PF.

4. Special Terms & Conditions

1	This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. Work shall be completed as per the duration mentioned under Tender Notice the time of completion is to be reckoned from the date of commencement mentioned in the Purchase Order.
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 labours 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.
3	Arbitration of Disputes : The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.
4	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. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.
5	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 KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
6	Contractor has to make arrangements for providing requisite manpower to execute the work on time, support materials for undertaking the job and safety equipment for safe & smooth approach for completion of work at heights/locations.
7	Labours deployed in the contract shall be PF & ESI registered, Healthy & able bodied persons capable of executing works.
8	Contractor has to submit work certification from Civil Maintenance for processing of monthly bills.
9	Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal) on monthly basis.
10	Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML site for his labours.
11	Wages to workers shall be paid as per the Central Government wages and any hike shall be borne by the contractor during the pendency of the contract.
12	Sub-contract/sub letting : Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.
13	GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority.

14	<p>ACCIDENTS INJURIES AND DAMAGES : From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract (Contractor all risk insurance Policy).</p> <p>In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.</p>
15	<p>Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Engineer-in-charge. 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 Wages Act, 1936, Payment of Bonus Act, 1965, 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 Women 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. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.</p>
16	<p>If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upto 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. The same will be borne by the contractor.</p>
17	<p>BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.</p>
18	<p>Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.</p>
19	<p>All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.</p>
20	<p>Labours deployed for this contract need to be verified regarding their character and conduct from the local police station. Character and conduct certificate is to be submitted to the Manager-HR within one month from the date of awarding the contract.</p>

5. General Terms & Conditions

1	<p>Security Deposit :</p> <p>1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding GST). Such Security Deposit shall not entail any interest payment on refund.</p> <p>1.2 Contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.</p>
2	<p><i>THE options for payment of security deposit are as under :</i></p> <p>2.1 The contractor on acceptance of the contract, deposit the Security Deposit amount Through RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division, KGF. [IFSC code : SBIN0040168 (SBI BEML Nagar)]. OR</p> <p>2.2 Bank guarantee from Indian Public Sector Bank is also acceptable for Security Deposit. OR</p> <p>2.3 Security Deposit amount may be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire Security deposit shall be deducted before completion of 90% of work.</p>
3	<p>Note:</p> <p>3.1 Contractor may choose any one of the options and inform the same in writing while submitting the tender. Failing which, it is presumed that Option-II is considered i.e. Security deposit will be furnished in the form of Bank Guarantee.</p> <p>3.2 In case of BG submitted towards SD it shall remain in force till the completion of contract period + Three months.</p> <p>3.3 Above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.</p>
4	<p>REFUND OF SECURITY DEPOSIT :</p> <p>4.1 If the contractor has submitted SD in the form of BG will be returned to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects.</p>

	4.2 SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.		
5	Running Account Remittances (RAR) : During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work. RAR payment is based on the recommendation for payment shall be stage-wise co-related with the bill of quantities.		
6	COMPLETION CERTIFICATE: On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill.		
7	FINAL BILL PAYMENT TERMS : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinised by the Engineer-in-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later.		
8	Penalty Clause		
	SINo	Description	Penalty
	1	To produce Contractors All Risk policy within 15 days from the date of PO.	0.1% of monthly contract bill will be deducted/week subject to max of 1%.
	2	To produce Bank Guarantee within 30 days from the date of PO.	0.1% of monthly contract bill will be deducted/week subject to max of 1%.
	3	Penalty towards non deployment of workers to operate the plant.	Rs 200/- will be deducted per day.

BEML LIMITED**KOLAR GOLD FIELDS – 563115**

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

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279365 / 279308

Fax : 08153 - 263274

Sub :	Contract for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd - KGF.
-------	--

6. COMMERCIAL BID**Note (A) :**

- (1) UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'.
- (2) Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data' in the system.
- (3) Unit rates quoted in Rs should be exclusive of applicable GST.

Note (B) :

1. Firms has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ.
2. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
3. To get familiarize with the area of work the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
4. Selection of L1 firm will be based on the value of Sum [(Qty X Unit Rate)] quoted against BOQ.
5. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT Formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

Note (C) :

1. Unit rate exclusive of GST is to be quoted.
2. Rates are to be entered in the BEML SRM system only in the 'Item Data'.
3. Only UNIT RATES (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ are to be quoted.
4. Rate quoted should be firm for the contract period.
5. Intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Tenderers are advised to, visit the work areas and then quote.
6. Quotation should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.
8. For any clarifications regarding scope of work/terms and Conditions, please contact Officer-in-Charge, Civil Maintenance.

9. Payment Terms will be once in three against certification of Incharge, Maintenance Department based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.

SCHEDULE 'A' BILL OF QUANTITIES

SI No	Description	Qty	Unit	Unit Rate (Rs)
a	b	c	d	e
1	Charges for Operation & Maintenance of 2 Nos of Effluent Treatment Plants at EM Division, BEML Ltd-KGF.	24	Jobs	

END OF BOQ

Note : (i) Firm has to quote Unit Rate against line item in Rs.

(ii) All expenditures should be considered while quoting.

(iii) Extended Value (f) = c x e.

(iv) L-1 will be based on **least of net quoted rate** by technically accepted bidders.

Note (D) :

- Contractor has to study and understand complete scope, work involved / to be carried out, Special terms & conditions and General terms & conditions before quoting the tender.
- Non performance of above job in any area will lead to deduction proportionately from the bills payable.
- Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from EIC.
- Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Terms and conditions.

END OF DOCUMENT