



# BEML Limited



Regional Office, 1/A, Sector "C", sirgitti, PO Tifra (495223)  
Bilaspur (C.G) Tel No. 07752 -252065  
Tender No : 6300031602  
[mkv@rm.beml.co.in](mailto:mkv@rm.beml.co.in)

Quotations in e-mode through BEML SRM platform are invited in Two Bid system (**Technical Bid and Commercial Bid**) from eligible reputed firms for engaging Skilled & unskilled for a period of 2 years at Regional office, BEML Bilaspur, w.e.f 01.04.2020.

Tenders will be in two parts: **Technical Bid & Commercial Bid**.  
Last date of submitting bid is **25/02/2020 before 15.00 hrs**.

Sl. No.	Work Description	Qty (Nos)	EMD (in Rs.)	Technical Bid Opening Date & Time
1)	<b><u>Category-1</u></b> Skilled	01	Rs.1,10,000 /-	25/02/2020 15:30Hrs
2)	<b><u>Category -2</u></b> Unskilled	16		

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: 2 :

Tender documents are available in our website [www.bemlindia.com](http://www.bemlindia.com) by accessing through internet explorer.

To download the tender documents, visit [www.bemlindia.com](http://www.bemlindia.com) — Purchase —>  
e-Procurement (SRM) —> Log In

Log in using the tab Guest Log In and click **process bid** and click on the Tender No. **6300031602**. See the details of the tender and download the tender documents from the tab-information from Purchaser – Collaboration Bid Invitation.

Interested vendors can contact us through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the user Id and password for submitting the bids.

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a **valid Class III Digital Signature Certificate** issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. In case any queries/ clarification/information/detail, you may send the same by email to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on Phone No: 080 – 22963269/141.

The prescribed EMD amount of Rs. 1,10,000/- and Tender Fee amount Rs.500/- should be submitted separately to Regional Manager, Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065 in the form of Demand Draft in favour of "BEML Ltd"., payable at Bilaspur **before the closing date 25/02/2020 before 15.00 Hrs.**

Thanking you

Yours faithfully,  
For BEML Ltd.,

Regional Manager



# BEML Limited

Regional Office, 1/A, Sector "C", sirgitti, PO Tifra (495223)  
Bilaspur (C.G) Tel No. 07752 -252065

Tender No : 6300031602

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## Annexure "A"

Annexure to our Tender No : 6300031602

### Terms & Conditions

1. Quotation to be submitted in two parts i.e. Technical Bid & Commercial Bid.
2. Technical Bid and Commercial Bid should be submitted through e-mode on our SRM platform only.
3. **Technical Bid:** The following documents **duly signed with seal** in all the pages should be scanned & uploaded in collaboration folder on SRM platform.
  - a) Annexure – "A" : Terms and Conditions
  - b) Annexure – "B" : Scope of Work & Other Conditions
  - c) Annexure – "C" : General Terms and Conditions
  - d) Annexure – "D" : Format for providing Credentials i.e. Experience/ Financial Status etc., For Pre – Qualification Bid.
  - e) Annexure – "E" : Format for providing Profile and other technical Details of your company.
4. **Earnest Money Deposit:** **EMD** in the form of Demand Draft for Rs. 1,10,000 /- (one lakh ten thousand) drawn in favour of BEML Ltd., payable at Bilaspur. DD should be issued from Nationalized/Scheduled Bank.  
The EMD should be submitted in an envelope duly super scribing as "**Demand Draft towards EMD – Tender No. 6300031602**" to The Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065 **on 25/02/2020 before 15:00 Hrs.**
5. **Tender Fee Amount:** **Tender Fee** in the form of Demand Draft for Rs.500/- (Rupees Five Hundred only) drawn in favour of BEML Ltd., payable at Bilaspur. DD should be issued from Nationalized/Scheduled Bank.  
The Tender Fee should be submitted in an envelope duly super scribing as "**Demand Draft towards Tender Fee – Tender No. 6300031602**" to The Regional Manager, Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065 **on 25/02/2020 before 15:00 Hrs.**

6. Quotation submitted online without submission of EMD & Tender Fee will not be considered.
7. EMD & Tender Fee submitted in any other form will not be accepted and the offer is liable to be rejected.
8. EMD & Tender Fee lesser than Rs 1,10,000 /- and Rs. 500 /- will not be accepted and the quotation is liable to be rejected.
9. EMD of the unsuccessful bidder will be returned after finalization of the contract.
10. EMD of the successful bidder will be returned after submission of security deposit.
11. EMD does not carry any interest on return.
12. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

13. **Commercial Bid:**

- a. Price bid to be submitted through E-mode as per the format given in the Item Data in SRM.
- b. All statutory payments including Central Minimum Wages, Employer's contribution towards PF, ESI, Annual Bonus, GST etc. shall be made good by BEML. The service provider/ contractor must comply with all the Tender Conditions.
- c. The Service Charge (Agency commission) shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages and increase/decrease, if any and same shall be appropriated accordingly by BEML on submission of copy of Government.
- d. **Rate quoted shall be exclusively for the Service Charges for deployment of each labour per day and the cost towards for providing One pair of Shoes per year, Two sets of Uniform per year, Safety shoes, socks and Identity Cards etc.**
- e. **Bidder should quote appropriate Service charges considering all overhead expenses.** M/s BEML Ltd. reserves right to evaluate the quotation with reference to market value and quoting inappropriate service charges, merely for getting tender will be analyzed by the Management on case to case basis, which may also lead to rejection.

Note: The contract personnel shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER'S CONTRIBUTION TOWARDS ESI/PF/BONUS/LEAVE WITH WAGES ETC, SHALL BE MADE GOOD BY BEML Ltd. Whenever Management offers any rise in minimum wages as per Government notifications, bonus, Leave wages etc., during the contract period, the same has to be disbursed by the Contractor immediately on intimation by the Management and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be paid for such disbursements. **All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per labour.** 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.

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

14. **Payment Terms:** The company will make payment to the agency on monthly basis during the succeeding month against the bill of the agency to be submitted with the attendance duly certified by an authorized company officer by first of every succeeding month and the payment will be made within a week from the date of receipt of bill along with the calculation sheet and other required documents. However, if any delay on account of unforeseen circumstances beyond the control of the company no interest is payable on the amount due to the agency. This payment will be released in favour of Agency by way of crossed cheque and no individual claims of the personnel engaged by the agency will be entertained by the Company. However, the contractor shall arrange to make the monthly wages / salary to his labourers within the prescribed time limit for disbursing the wages in accordance with the Central Minimum Wages Rules, without correlating to his monthly bills.
15. EMAIL quotations will not be accepted.
16. The quotation should be completed in all respects and free from ambiguity.
17. The price quoted should be valid at least for a period of 120 days from the closing date of tender.
18. BEML Ltd., reserves the right to accepted or reject any offer in full or part.
19. Offers not confirming to the above terms are liable to be ignored.
20. Canvassing by tenderers in any form including unsolicited letter on tenders submitted or post tender corrections shall render their tenders liable for rejection.

**Company's signature with seal**

**Annexure to our Tender No : 6300031602****Sub: Contract for providing labour at BEML Limited, Regional office Bilaspur.****Scope of Work & Special Terms and Conditions**

The contractor needs to deploy 01 skilled & 16 unskilled labour in different categories as mentioned below for a period of 02 (Two) years. The Contractor needs to deploy labour on 26 days, on 8 hours duty only. Based on the number of man days supplied in a month, Service charges shall be given to the Contractor / Firm / Party: -

Sl.No	Category	Nos required*
1	Skilled	01
2	Unskilled	16
Total		17

1. The above mentioned manpower requirements may also vary from time to time depending upon BEML business requirement. Any increase or decrease will be intimated by BEML Ltd., 15 days in advance.
2. The Contractor shall pay the payment of Minimum Wages (Central) to the labour engaged by him, has to be made on or before 7<sup>th</sup> day of every month by the Contractor in Bank only and submit bank statement for the payment made should be submitted to the authorized officer of BEML by duly recording in the register provided for the same with counter signature of authorized officers. In all such cases, the contractor shall issue due pay slips to every labour engaged by him under the agreement and copies of the same will be submitted to BEML. No deductions other than statutory shall be permitted. The present central wages (Total = Basic + VDA) are indicated below:

Sl. No.	Category	Min. Wages / day / Labour (As on 01.10.2019)	No of labour	Total Wages (Labour@26 days)
01	Skilled	Rs. 569/-	01	26 days
02	unskilled	Rs. 403/-	16	26 days

3. The Contractor has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.
  - A. After releasing payment to the labour the contractor will submit his claim to Accounts Dept for settlement of claim.

- B. Contractor has to ensure that the contract labour who are engaged with BEML shall not be working for other firms during the pendency of the contract with BEML.
- C. 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.
4. The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions of ESI, PF, Bonus, payment of wages for National and Festival Holidays, GST etc. will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user Dept. Such liabilities 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 BEML subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for the entire payment.
5. The Service Charges is payable only for the labour deployed on day to day basis. The Service charge shall include and other indirect labour expenses for taking insurance under W.C.Act ,providing Uniform, Safety shoes, socks and Identity Cards etc. **Service Charges will not be paid on account of over time, leave days and paid holidays.** Additional incentives/bonus etc. if any and all payments made to the contractor for total bill will attract TDS (Tax Deduction on Sources) under IT Act.
6. The contractor shall also make payment of minimum bonus as applicable under Payment of Bonus Act every year based on labour service which will be reimbursed by BEML.
7. The statutory payment like ESI, EPF, 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 HR/Finance Department of BEML Bilaspur.
8. The contractor shall engage labour after covering them under ESI Act. Labour without ESI coverage will not be allowed to enter the company premises. **Police verification of all labour engaged by agency is mandatory as per government guideline.** The copy of police verification report of all labour engaged has to be submitted to HR department.
9. The periodical returns/monthly return (payments – ECR Challans – individual contributions details) in respect of ESI and EPF shall be submitted regularly to the authorities concerned and the documentary proof of remittance has to be submitted to M/s BEML Ltd. Finance/HR Department, Regional office, Bilaspur regularly by the Contractor, failing which the subsequent month's Bill payment will be withhold.

10. Working hours shall be as followed by the Regional Office Bilaspur (subject to change from time to time). However contract labour is engaged only in general shift

General Shift	:	09.00 Hrs	to 17.00 Hrs
I Shift	:	06:00 Hrs	to 14:00 Hrs
II Shift	:	14:00 Hrs	to 22:00 Hrs
III Shift	:	22:00 Hrs	to 06:00 Hrs

11. The entry and exit of contract labour into the company area is controlled by the authorities of the company. The labour should strictly adhere to the timings of entry and exit laid down by the authorities and record their attendance in the register kept at gate.

12. ACCIDENTS INJURIES AND DAMAGES: From commencement to till completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his labour. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor, which may arise during the course of work. In the event of any accident / injury / disablement to the contract labour, the contractor shall be the obligation of the contractor to pay the required compensation legally as per Employee's Compensation Act (*Workmen Compensation Act*)/ESI Act payable to the concerned contract labour or his/her legal heirs or dependent concerned in addition to the medical treatment / assistance. No responsibility shall rest with BEML in this regard.

13. SAFETY PRECAUTION: The contractor shall take all safety precautions/measures as required/prescribed by the applicable laws, in connection with the execution of work. The contractor may co-ordinate with Safety Department regarding safety aspects to be complied with.

14. The contractor shall ensure that there are no thefts or loss of company property/properties by the contract labour 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.



15. The 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 the satisfaction of Officer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his labour under various statutory legislations including Contract Labor (R&A) Act 1970 and Rules 1971 made there under, Mining Act, Minimum Wages Act (Central), the Payment of Wages Act – 1936, Employees Liability Act 1933, 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. 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.
- b. Copies of Attendance Register and all copies of returns /challans under various statutory requirements including ESI, EPF ,Contract Labour (R&A) Act 1970, Minimum Wages Act 1948 etc shall be produced to the Regional Manager/ HRD / Finance depts Regional office Bilaspur every month.
- c. The contractor is required to submit the daily attendance labour engaged duly certified by the Officer in Charge or his representative to user department, Regional Office Bilaspur.
- d. The contract labour shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy (other than labour) 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.

16. Contractor should provide following or any other necessary documents / forms required from time to time under Minimum Wages Act 1948 & Other Act as applicable.

1. Register of Wages in Form X

2 Register of Fines in Form I

3. Register of Deduction in Form II

4. Annual Return in Form III

5. Overtime Register in Form IV
  6. Muster Roll in Form V
  7. Wage Slips in Form XI etc.....
  8. Other Documents/Form as required as per applicable Law /enactment.
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17. The work, carried out if found unsatisfactory or not as instructed, 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.
  18. The Company reserves the right to extend the term of the contract due to work exigency with same terms and conditions mutually agreed by BEML and contractor or to short close the contract at any time due to unsatisfactory performance without assigning any reasons at the discretion of the Management with or without reasonable notice.
  19. The contractor shall arrange for the work in assigned shift subject to security check and instructions of the company rules laid down from time to time. All the labour etc., shall have photo identity cards issued by the contractor which should be produced while on duty for identification.
  20. The contractor will carry out at his own cost to issue appointment orders, the police verification and antecedents of all labour being engaged by him and also submit a copy of the same along with the individuals Bio-Data with the details the proof of age, fitness, experience, qualification, photograph, voter ID card and residential proof etc., in a format to the Sr. Manager-HR within a stipulated period.
  21. 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.
  22. **PAYMENT:** The contractor shall submit Bills after satisfactory completion of the work every month to the Accounts department along with satisfactory performance certificates issued by user department, R.O Bilaspur. If any remarks regarding the non performance etc., proportionate deduction will be effected from the Bills.
  23. **PENALTY:** Penalty will be imposed on the service provider /agency at the discretion of company, if the agency fails to provide requisite manpower as specified by BEML from time to time. Apart from this, if the services are found to be unsatisfactory, the management has every right to short close the contract with or without giving reasonable notice.
  24. **ABSENCE:** The contractor shall be liable for ensuring regular attendance of the labour. If any person is found to be absent continuously the services of that person may be terminated and a suitable replacement may be provided. In any lapse as mentioned above will attract penalty.

#### **Duties and responsibilities of the labour:**

S/N	Manpower	Nature of day-to-day works
1.	Skilled labour (01)	Data Entry and other clerical job
2	Unskilled labour (16)	Loading and unloading of materials, segregating and binning, cleaning, packing Etc. and cleaning of stores and way side and loading area.  Washing and cleaning and cleaning of components in service center.  Washing of toilets and washroom and cleaning of office.  Gardening and horticulture work.  For making / serving tea, movement of dak, photocopy handling dak / courier and misc job.

**Signature with company/firm seal**

**Annexure to our Tender No: 6300031602**

**I. GENERAL TERMS AND CONDITIONS :**

**SUB: CONTRACT FOR PROVIDING labour AT BEML LIMITED, Regional OFFICE, Bilaspur.**

1. The Contractor or his authorized representative should visit work sites at least once in a day. Periodically he will meet Regional Manager / HR Department to give/get feedback/report/review the performance of the work.
2. **SUBLETTING/SUBCONTRACT** : The contractor shall not be let or sublet to others, during the contract period deployed to BEML Ltd, instances found if any will be viewed seriously and contract is liable for termination and black listing of the contractor. No correspondence shall be entertained in this regard and the decision taken by BEML Ltd is final and shall be binding on the contractor
3. The contractor shall be deemed to have studied the scope of work thoroughly before offering of his unit rates (Service charge) for to complete awarded work for supply of contract labour as per the requirements of Regional office Bilaspur. The Contractor shall visit the site before offering his Service charge, if necessary.
4. The tenderer 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. The contractor shall arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the Regional Manager Bilaspur.
6. There shall not be any master and servant relationship whatsoever between our Company and the labour engaged by the Agency and the contract labour will not be treated as the employee of BEML. The Agency will be individually and entirely responsible for all and any liabilities. In the event of accidental injury to any of the personnel engaged by the Agency, liability for payment of compensation, if any, company shall not be held responsible in any way whatsoever. The labour provided by the agency will not have any REQUEST / CLAIM for any sort of employment or otherwise either temporary or permanent with Company.
7. Any damage or loss caused by the Contract labour to the Company property/Machineries, equipments, moveable / non moveable assets etc., will be recovered from the amount due to the Contractor.
8. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non compliance, the contractor shall be responsible for the consequence.
9. Quotations without the EMD and Tender Fee or insufficient EMD or insufficient Tender fee will be rejected out rightly and such tenderers will not be allowed to participate in the tender opening.

10. Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees/officers movements.
11. Contractor shall deploy 17 labour per days in a week throughout the year in all shifts and they shall not be engaged for more than 8 hours duty in a given day.
12. Contractor shall supply good quality of Uniform, Safety Shoes & ID cards and use only Standard brand materials and all these items will be checked and cleared by user Dept in-charge.
13. Late tender and conditional tenders are liable for rejection.
14. The Contractor shall issue the following items to all the contract labour on the work within ONE MONTH from the date of acceptance letter for FIRST YEAR, viz.,
  - a. For labour: Uniform ( Two sets of uniform per year), one pair of shoes per year with socks, cap, belt, Rain Coat, photo identity Badge, etc.

And another Two sets of uniform to all the labour during 13<sup>th</sup> month of issue of Acceptance for 2<sup>nd</sup> year. Non supply of uniform amounts to violation of contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.

**15. PERIOD OF CONTRACT :**

The period of contract shall be for ( **02** ) **TWO YEARS** from the date of commencement as per the work order, with an option for the company to extend for a further period of one year or part thereof on the same terms and conditions with the mutual consent of the contractor. Notwithstanding anything contained herein the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.

16. The Tenderer should have their own valid EPF Code number, ESI Code number, income tax PAN number, GST

17. Registration Number. If the tenderer do not have the EPF and ESI registration certificate, they will be technically rejected.

18. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc.,.
19. 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.
20. The contractor shall maintain all registers, returns and records required for the payment made towards ESI / PF & EPS, payment of wages, Contract Labour (R&A) Act, Minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called for by the company or by the Inspecting Authorities and one set should be submitted to **Regional Manager /HR Department**.
21. The contract labour 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) & medically fit for doing work for which deployed and they must be dutiful, obedient and execute the work assigned to them consciously and efficiently.
22. 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
23. 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.
24. **SECURITY DEPOSIT / BANK GURANTEE:** The Successful Tenderer have to submit a DD towards Security deposit as specified OR to execute a Bank Guarantee for as specified (Value equal to 10% (Ten percent) of Annual Contract Bill Value, excluding GST) within one month from the date of issue of Work order 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..

The DD shall be made on BEML LIMITED, Bilaspur payable at Bilaspur. In case of Bank Guarantee, the same shall be submitted from any Indian Public Sector bank in the standard format which shall be provided by BEML in due course of time. The Bank Guarantee should be valid up to 6 months after completion of contract Period.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which 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.

In case of non-submission of Security Deposit/Bank Guarantee in stipulated time period, BEML Ltd. Management will have liberty to withhold payments of monthly Bills till performance of Bank Guarantee/Security Deposit clause.

The Total contract Value for 2 years will be around Rs 53,93,703/- (Rs. Fifty three lakhs ninety three thousand seven hundred three only) tentatively and this is only an indicative, not exact.

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

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

### **(i) ARBITRATION :**

**For PSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall 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 there under. The place of Arbitration shall be at Bilaspur and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bilaspur shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

### **(ii) FORCE MAJEURE CLAUSE :**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of

public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

**(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS :**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

**(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties.

The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act 1970, Employee's Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

**(v) BRIBES AND GIFTS :**



Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to 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 Bilaspur 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 Official documents/information received by one party during course of work 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.

The successful Supplier (Contractor) commit to produce the copies of Police Verification Report of Character & Antecedents of Personnel (TCLs) to be engaged and to execute an agreement in a Bond Paper worth **Rs.200/-** in consultation with the Purchaser (M/s BEML Ltd.) HR Deptt. within a month from the date of award of Contract.

**For BEML Limited**

**Regional Manager**

**Tenderer's Acknowledgment**

All above terms & Conditions accepted/not accepted

SIGNATURE /SEAL OF TENDERER

( Duly signed acknowledgment & endorsing all page has also to be uploaded )

**Annexure – D**

**SUB: CONTRACT FOR PROVIDING labour AT BEML LIMITED, Regional OFFICE Bilaspur.**

**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 part of technical bid. (Refer Tender document)

SI No	Description	Requirement		Remarks
		Detail	Value Rs in Lakhs PER ANNU M	
1	<b>FINANCIAL TURNOVER</b>  Average Minimum Annual financial Turn	Certified by practicing CA	7.11	(CA Audited Report to be uploaded in Collaboration folder)

	over in the last 3 years			
2	<b>WORK EXPERIENCE</b> Experience in executing similar type of works / Deployment of labour etc, completed during last 3 years, value greater than or equal to	3 Similar works each of Minimum value 2 Similar works each of Minimum value 1 Similar work of Minimum value	9.48 11.86 18.97	Select <b>any one applicable and enclose similar work completion certificates/work order for having done.</b>  (Work experience certificates to be uploaded in Collaboration folder)
3	Earnest Money Deposit (EMD) refundable	The EMD should be submitted in an envelope duly super scribing as " <b>Demand Draft towards EMD – Tender No. <u>6300031602</u></b> " to The Regional Manager, BEML Ltd, 1/A, Industrial Area, Sector- c, sirgitti, Bilaspur (C.G) <b>by 15:00 Hrs on or 25/02/2020</b>	0.18	[EMD Proof Rs. 1,10,000 to be uploaded in Collaboration folder]
4	<b>Tender fee</b>	The Tender Fee should be submitted in an envelope duly super scribing as " <b>Demand Draft towards Tender Fee – Tender No. <u>6300031602</u></b> " to The Regional Manager, , Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065 <b>by 15:00 Hrs on or 25/02/2020</b>	0.005	[Tender Fee Proof Rs.500/- to be uploaded in Collaboration folder]
5	<b>PF / ESI</b> Own Registration Certificate	As mentioned in the tender document at Point No.16 General Terms & Conditions. Upload Certificate copy	-	(To be uploaded in Collaboration folder)
6	PAN No. / Service Tax No.	Upload certificate copy	-	(To be uploaded in Collaboration folder)
7	Latest 3 Financial Years <b>IT</b> returns Filing	Upload Returns copy	-	(To be uploaded in uploaded in Collaboration folder)

8	Labour Licence (if obtained for other similar works) - <i>Optional</i>	Upload certificate copy	-	(To be uploaded in Collaboration folder)
9	Registration of Firm under Local Law-Shop & Establishment Act (for Other similar work)	Upload certificate copy	-	(To be uploaded in Collaboration folder)
10	Tender closing date/ time for Receipt of Tech / Commercial BIDS	25-02-2020 15.00 Hrs	-	
11	Tender No.	<b><u>6300031602</u></b>	-	To be referred in all future correspondences especially for getting refund of EMD etc. identification.
13	Questionnaire	<b>Annexure-D</b> , to be filled and enclosed along with this <b>Annexure-E</b> ( <i>Pre-qualification bid</i> ) failing which bid will not be considered.	-	-
14	NIT Document	Upload the complete NIT document duly signed with official stamp on each page.	-	(to be uploaded in Collaboration folder)

Note: If the offers are submitted without the above details, the same are liable for rejection.

Partnership companies should enclose copy of partnership deed.

**Signature of the Tenderer with Seal**

**Name of the authorized person:**

**Designation** :

**SUB : CONTRACT FOR PROVIDING labour AT BEML LIMITED, Regional OFFICE Bilaspur.**

Format for providing Profile and other technical details of your company.

**(To be filled in and should be signed with seal 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 Bilaspur (if any)	
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 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 ESI code No. obtained from concerned Authority (Attach copy)  (See para5 of Pre-qualifying bid)	
10.	Indicate your EPF code No. obtained from concerned Authority (Attach copy)(See para5 of Pre-qualifying bid)	

11.	Nature of other contract handled in any other firm with details regarding No. of labour, period work experience/ credential etc,	
12.	Details of works carried out for the past three years (Attach certificates)	
13.	Whether you have all India presence (YES/NO)  If yes ,please specify	
14.	Since how long are you supplying Contract labour I? (Attach Registration Certificate as proof)	
15.	How many labour you have in your contract at present?  <i>Please attach the list of such labour detailing name, qualification, etc.</i>	
16.	Have you covered all your workmen under ESI Act?	
17.	Have you covered all your workmen under PF Act& EP scheme?	
18.	Enclose details of the companies / undertakings where you have undertaken contracts (Also mention the period of your association / contract with them) from the inception of your firm	
19.	Indicate Two references address with phone/mobile nos.	1:          2:

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

PLACE :

DATE :

SIGNATURE / SEAL OF THE TENDERER

Name of the authorized person :

Designation :

1	Tender Reference Number :	<u>6300031602</u>
2	Tender Type : (Select from below options) <ul style="list-style-type: none"> <li>▪ Auction</li> <li>▪ EOI</li> <li>▪ Limited</li> <li>▪ Open</li> <li>▪ Single</li> <li>▪ Testing</li> </ul>	Open
3	Form of Contract : (Select from below options) <ul style="list-style-type: none"> <li>▪ Piece-work</li> <li>▪ Lump-sum</li> <li>▪ Multi-stage</li> <li>▪ Supply</li> <li>▪ Fixed-rate</li> <li>▪ Turn-key</li> <li>▪ Buy</li> <li>▪ Works</li> <li>▪ Sale</li> <li>▪ Item-rate</li> <li>▪ Rate-Contract</li> </ul>	Supply/
4	No Of Cover(s) : (Select from below options) <ul style="list-style-type: none"> <li>▪ 1</li> <li>▪ 2</li> <li>▪ 3</li> <li>▪ 4</li> </ul>	2
5	Tender Category : (Select from below options) <ul style="list-style-type: none"> <li>▪ Goods</li> <li>▪ Services</li> <li>▪ Works</li> </ul>	Services
6	Account Type Head : (Select from below options) <ul style="list-style-type: none"> <li>▪ State Govt Funded</li> <li>▪ Central Govt Funded</li> <li>▪ Others</li> </ul>	Others



7	<b>No Of Bid Openers :</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ 2 of 2</li> </ul>	2 of 2
8	<b>Payment Mode :</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ Offline</li> <li>▪ Online</li> </ul>	Offline
9	<b>Off Line Instruments :</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ Direct Credit</li> <li>▪ Demand Draft</li> <li>▪ FDR</li> <li>▪ Bankers Cheque</li> <li>▪ Bank Guarantee</li> <li>▪ ACG-67 Receipts</li> <li>▪ As Per Tender Document</li> <li>▪ Not Applicable</li> <li>▪ Personal Cheque</li> <li>▪ RTGS / ECS / NEFT</li> </ul>	Demand draft
10	<b>Work / Item Title</b>	Tender for engagement of labour.
11	<b>Work / Item Description</b>	Engagement of labour.
12	<b>Pre Qualification Details</b>	<b>Technical bid</b>
13	<b>Product Category</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ Access Control System</li> <li>▪ Adhesives</li> <li>▪ Agricultural or Forestry</li> <li>▪ Architecture / Interior Design</li> <li>▪ Audio-Visual Equipment</li> <li>▪ Cargo / Containers</li> <li>▪ Ceramics</li> <li>▪ Chemicals / Minerals</li> <li>▪ Civil Works</li> <li>▪ Coal</li> <li>▪ Construction</li> <li>▪ Documentary Film, Video Film</li> <li>▪ Electrical Works</li> </ul>	labour

	<ul style="list-style-type: none"> <li>▪ Entertainment / Musical Instruments</li> <li>▪ Explosive</li> <li>▪ Government Stock / Security</li> <li>▪ Gypsum</li> <li>▪ Housekeeping / Cleaning</li> <li>▪ Industrial / Medical Gas</li> <li>▪ Information Technology</li> <li>▪ Iron / Steel Materials</li> <li>▪ Land / Building</li> <li>▪ Machineries</li> <li>▪ Marine Works</li> <li>▪ Metal Fabrication</li> <li>▪ Metals</li> <li>▪ Mining</li> <li>▪ Miscellaneous</li> <li>▪ Nabard &amp; Rural Roads</li> <li>▪ Non-Explosive</li> <li>▪ Oil / Gas</li> <li>▪ Packaging</li> <li>▪ Pesticide</li> <li>▪ Plant Protection Input</li> <li>▪ Power / Energy Projects / Products / Services</li> <li>▪ Publishing / Printing</li> <li>▪ Pumps / Motors</li> <li>▪ Power Packs (Hydraulic, Solar, etc.)</li> <li>▪ Repair Works</li> <li>▪ Scrap / Disposables</li> <li>▪ Security System</li> <li>▪ Shipping / Transportation / Vehicle</li> <li>▪ Solid Waste Management</li> <li>▪ Stationery</li> <li>▪ Stones</li> <li>▪ Support / Maintenance Service</li> <li>▪ Surgical and Sutures</li> <li>▪ Survey</li> <li>▪ Textile</li> <li>▪ Warehouse</li> <li>▪ Water Equipments / Meter / Drilling / Boring</li> </ul>	
<b>14</b>	<b>Product Subcategory</b>	<b>Supply of labour</b>
<b>15</b>	<b>Contract Type</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ Tender</li> <li>▪ Empanelment</li> <li>▪ Rate Contract</li> </ul>	<b>Tender</b>

16	<b>Tender Value</b>	<b>INR</b>
17	<b>Bid Validity Days</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ 180</li> <li>▪ 120</li> <li>▪ 90</li> <li>▪ 60</li> <li>▪ Other (please mention)</li> </ul>	<b>120 days</b>
18	<b>Calendar Completion / Delivery Period in Days</b>	<b>02 YEARS</b>
19	<b>Give Location Details of the tender (work / services / items)</b> <b>(with Pin code)</b>	BEML , Regional office, Bilaspur.
		<b>Pin code : 495223.</b>
20	<b>Pre Bid Meeting</b>	<b><u>No</u></b>
21	<b>Pre Bid Meeting Place</b>	<b><u>No</u></b>
22	<b>Pre Bid Meeting Address</b>	<b><u>No</u></b>
23	<b>Bid Opening Place</b>	Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065
24	<b>Tenderer Class</b> <b>(Select from below options)</b> <ul style="list-style-type: none"> <li>▪ As per Tender Document</li> <li>▪ Not Applicable</li> </ul>	As per Tender Document
25	<b>Tender Inviting Officer</b>	Regional Manager, Bilaspur
26	<b>Tender Inviting Officer Address</b>	Regional Office, 1/A, Sector "C", sirgitti, Po Tifra (495223) Bilaspur (C.G) Tel No. 07752 -252065

<b>Tender Fee Details:</b>	
Tender Fee (INR)	Rs.500/-
Processing Fee (INR)	NIL
Surcharges (INR)	NIL
Any Other Tax / Charges (INR)	NIL
Tender Fee Payable To	BEML Limited payable at Bilaspur
Tender Fee Payable At	BEML Limited payable at Bilaspur
<b>Earnest Money Deposit (EMD) Details:</b>	
EMD Amount (INR)	Fixed Rs. 1,10,000/-
EMD Exemption Allowed	Yes for MESM
EMD Fee Payable To	BEML Limited payable at Bilaspur
EMD Fee Payable At	BEML Limited payable at Bilaspur

<b>Tender Publishing Details:</b>	
Tender Publishing Date	04.02.2020
Document Download / Sale Start Date	04.02.2020
Document Download / Sale End Date	25.02.2020
Seek Clarification Start Date	00.00.2020
Seek Clarification End Date	00.00.2020
Pre Bid Meeting Date	NO
Bid Submission Start Date	05.02.2020
Bid Submission Closing Date	25.02.2020 at 15.00 hrs
Bid Opening Date	25.02.2020 at 15.30 hrs

**PRICE BID**

FOR Service Contract for providing labour at BEML Limited, Regional office  
Bilaspur.

**Note:**

This is for reference only.

The rates are to be entered in the BEML SRM system only in the 'Item Data'.

Sl. No. (A)	Category of Staff (B)	No. of Staff Required Daily (C)	Service Charges Quoted by Contractor per day per Personnel [In Rupees] (D)
01	Skilled	01	Rs.....
02	unskilled	16	Rs.....