

**BEML LIMITED,
(A Govt. of India undertaking)
MYSORE – 570 018**

BID NO.6300032556

INDEX SHEET

SUB: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

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- Sd -

Dy. GEN MANAGER (MATERIALS)

SIGNATURE OF CONTRACTOR(S)

BEML LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
 MYSORE COMPLEX, BELAVADI POST,
 MYSORE: 570 018.
 Telephone: 0821-2400225
 Email: ymn@beml.co.in

Tender (BID) No. :

Tenders for the following work are invited by the Dy. Gen. Manager (Materials), BEML, Mysore complex, Belavadi post, Mysore – 570 018 in **TWO BID SYSTEMS** (Technical Bid & Commercial Bid), thro' e-mode from eligible reputed firms/contractors.

Sl. No.	Item Description	EMD Amount (Rs)	Tender No
1	Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)	1,48,000/-	6300032556

For Bid details (Technical and Commercial) kindly refer Collaboration folder of BID NO. 6300032556

Tender documents are available in our website <http://www.bemlindia.com>

To download the tender documents, visit www.bemlindia.com Purchase →

e-Procurement (SRM) → Log In

Log In using the tab 'Guest Login' and click 'Process Bid' & click on the Tender No. mentioned in the table above to see the details of the tender and download the tender documents.

- Interested agencies can contact us through e-mail: admin.srm@beml.co.in to obtain the username & password for submitting the bids, if already not having User ID and Password with our system.
- Tender will be in two parts. ie., Technical Bid & Price Bid.
- The last date for submission of bid is before **03.06.2020** .TIME 14:00 hrs.

➤ **Instructions for submission of the bids:**

1. Technical Bids & Commercial bid are to be submitted through electronic mode only in the SRM system.
1. Bidder should attach Account Payee Demand Draft, Banker's Cheque from any of the **Scheduled Commercial Banks authorised by RBI excluding Regional Rural Banks** or payment online before closing date of the bid by NEFT/ RTGS for **Rs. 1,48,000/-** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details

In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.

ACCOUNT NAME: BEML LIMITED

ACCOUNT NO : 10562407488

ISFC CODE : SBIN0003130

BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH

SWIFT CODE : SBININBB170

Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.

2. In case of Firm claiming Exemption for EMD amount under MSME category, (only Micro & Small Enterprises are eligible for exemption) NSIC / MSME certificate should be submitted in a sealed cover super scribing the bid reference & closing date, so as to reach BEML, Mysore, before the bid closing date.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate with due date and time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs**1,48,000/-** will not be accepted and the quotation is liable to be rejected.
- d) EMD of technically disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened on closing date.

No responsibility will be taken for postal delays or non-delivery/non receipt of EMD/ EMD exemption certificate.

1) **Submission of Technical Bid:**

- a. Please upload all the Documents pertaining to, 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 web site only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update.
- c. Documents as indicated in the, Technical Bid and NIT acceptance letter are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure upload of all the required documents carefully.)
- d. EMD/MSME/NSIC Certificate as per Pre-qualification Criteria should be submitted by post - addressed to DGM-Materials, BEML Limited, Belavadi Post, Truck Division, Mysore, 570018 before the closing date super scribing our Tender Number. Technical Bids will be opened for the bidders who have qualified in pre-qualification criteria. Documents as indicated in the Mandatory Qualification Criteria, Technical Bid & and NIT acceptance letter are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria and technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure uploading of all the required documents carefully.)

- e. The tender documents will be considered at the sole discretion of M/s BEML LIMITED, whose decision in the matter will be Final & Binding

2) Digital Signature

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on BEML e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

3) **Submission of Commercial Bid:**

- a. Please quote the price details in '**Item Data**' in SRM system only provided in item data. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "**my note**".
 - b. Technical Bids of the bidders will be opened first on the specified date and time. For only bidders who have fulfilled pre-qualification criteria. will be opened. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
 - c. Before submitting the quote, the bidder may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of the AGM – Civil Maintenance dept., Contact No. 0821-2400211/2400375
 - d. The offers should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads will not be entertained)
- 4) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 5) Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid Class-III Digital Signature Certificate with encryption & decryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:

SRM Team (Mr. Krishnamohan, AGM; & Smt. Anitha, AGM)
 CIO Office, BEML Soudha, BEML Limited
 23/1, 4th Main, S.R.Nagar,
 Bengaluru – 560027.

Phone no:-080-22963269, 22963141

E-Mail ID : admin.srm@beml.co.in

6) **REFUND OF EMDs**

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

Note: EMDs of will be returned without any interest.

- 7) The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- 8) In case any Person/ Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload. Firms/contractors who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

Commercial Bids will be opened for the bidders who have qualified in the Technical Bid
L1 will be arrived on the total value of the items.

Thanking you,
Yours faithfully,

For BEML LIMITED

SD/-

Dy. General Manager (Materials)

Ph: +91 0821 2400225/503 email: ymn1@beml.co.in

TENDER NOTICE for PRE- QUALIFICATION CRITERIA:

Description of Contract	Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)
PERIOD OF CONTRACT	TWO YEARS
1) EMD	<p>Bidder should attach Account Payee Demand Draft, Banker's Cheque from any of the Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks or payment online before closing date of the bid by NEFT/ RTGS for Rs. 1,48,000/- in favour of M/s. BEML Limited, Mysore Complex along with tender towards Earnest Money Deposit. For online payment (Wire Transfer), Please make use of the following bank Details</p> <p>In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.</p> <p>ACCOUNT NAME: BEML LIMITED ACCOUNT NO : 10562407488 ISFC CODE : SBIN0003130 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE : SBININBB170</p> <p>Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.</p>
2)Pre- qualification criteria	<p>a) It is mandatory that the DD /Bankers Cheque (for EMD amount) and should be sent to “The DGM, Purchase Department, Mysore Complex, BEML Limited, Mysore-570 018, Karnataka” so as to reach before tender closing date.</p> <p>b) In case of Firm claiming Exemption for EMD amount under MSME category, (only Micro & Small Enterprises are eligible for exemption), a copy of NSIC Certificate / MSME certificate should be submitted in a sealed cover super scribing the bid reference & closing date, so as to reach us before the bid closing date.</p> <p>c) Failure to submit the above (OR) NSIC/MSME Certificate will result in rejection of BID and no Correspondence will be entertained.</p>
3)Mode and Nature of Tendering	Two Bid system (Technical & Commercial) through BEML SRM e-procurement system only.
4) Pre-bid meeting	19.05.2020 at 11.00 am
5)Last date & time for submission of Technical & Commercial Bids in BEML SRM e-procurement system	03.06.2020 up to 14.00 hrs
6)Date & time of opening of Technical Bid through e-mode	03.06.2020 up to 14.30 hrs
7)Date & time of opening of Commercial Bid through e-mode	Only Technically qualified bids will be opened.
Manual and FAX/E mail Quotations will be summarily rejected.	

For eligibility criteria and details, please visit website www.bemlindia.com or contact office address, Dy. General Manager (Materials) or AGM Civil Maintenance Dept (phone : 0821-2400211/2400375) BEML Belavadi Post, Mysore – 570 018.

For BEML LIMITED

Sd/-

Dy. General Manager (Materials)

BEML LIMITED

(A Govt. of India undertaking)

Belavadi post, Mysore complex, Mysore – 570018

Telephone: 0821 – 2400211

Fax: 0821-2402434

BID NO. 6300032556**DATE: 11.05.2020****Dear Sir(s).****Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)**

01. Beml limited invites quotations through **e-mode**, for the subject work in **TWO BID system**. One set of tender documents in respect of the above subject work is attached herewith. Please note that tenders to be submitted **through e Mode** before 14.00 hours on **03.06.2020**. The period of contract for the subject work is **TWO YEARS**. **For details please refer (a) Instruction for Bid submission (b) Tender covering letter.**

02. This being an item rate contract the rates quoted shall remain firm and errors, if any, in the extension/total shall be subject to correction. The quantities shown against each item are only approximate and hence any reduction/increase thereof during the currency of the contract shall not vitiate the contract.

03. You are requested attach Account Payee Demand Draft, Banker's Cheque from any of the **Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks** or payment online before closing date of the bid by NEFT/ RTGS for **Rs 1,48,000/--** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details.

In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.

ACCOUNT NAME : BEML LIMITED
 ACCOUNT NO : 10562407488
 ISFC CODE : SBIN0003130
 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH
 SWIFT CODE : SBININBB170

NOTE: The agency / Contractors exempted from EMD amount shall attach Exemption Certificate from the Competent Authority.

04. Successful tenderer is required to employ supervisor to supervise the work and should present when the work is going on/under progress.

05. **Please note that Contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code will be summarily rejected.**

06. Successful tenderer is required to submit periodical returns to our HRD department ensuring PF & ESI coverage for their labourers and **Employer's Liability Insurance Policy** to be made.

07. Tenderers shall attach along with their tender (**through e mode**) a certified true copy of Power of Attorney in favour of signatory of the tender documents.

08. Tenderers shall ensure that their tender is submitted (**through e mode**) well in advance.

09. Tenderers are also requested to attach (**through e mode**) their returns submitted to Income tax for the last three years, if this has not already been submitted, at least 15 days before opening of tender.

10. This letter shall form part of the contract and shall be returned duly signed and attached (through e mode) along with the tender documents.
11. The tenders should conform to our specification and conditions in every detail and any tenders not conforming to our specifications and conditions are liable to be summarily rejected.
12. Quotations other than those called for in the enclosed tender forms are liable for rejection.
13. Successful tenderer is required to execute contract agreement on appropriate stamp paper incorporating standard conditions.
14. The accepting officer reserve the right to place order as a whole or part of any item only as deemed fit.
15. In case, the contractor/firm after quoting, withdraw from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD/PEMD/ SD, as the case may be, will be forfeited.
16. In addition to the existing, required certificates as mentioned above, the CONTRACTOR SHOULD HAVE REGISTERED UNDER GST RULES ALSO.
17. Tenderers shall inspect the work spot/site and obtain all information required and satisfy themselves before submission of tender. Ignorance of the site condition shall not be entertained by BEML at later date. The details have to be obtained if required from the AGM. Civil Maintenance & Landscaping, BEML Ltd., Mysore before quoting of the tenders.
18. The Successful tenderer shall take an Insurance policy to cover the risk for the period of contract (**Employer's Liability Insurance Policy**).

Special Note :

1. **All taxes and duties such as Income Tax, payable from time to time shall be borne by the contractor and shall be recovered from the contractor's bills and the price quoted shall be firm and inclusive of all such duties and taxes throughout currency of the contract/work order. No amount shall be reimbursed on account of taxes or whatsoever may be.**
2. **The Quote shall be exclusive of GST applicable.**

This forms the part of the tender document.

Thanking you,

Yours faithfully,

for BEML, LIMITED.,

SD/-

DY. GENERAL MANAGER (MATERIALS)

**SIGNATURE OF CONTRACTOR(S)
WITH SEAL**

BEML LIMITED
MYSORE - 570018

Phone: 0821-2402422

(Regd.Office No. 23/1, 4th Main, SR Nagar, Bangalore – 560 027)

Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

DETAILS OF TECHNICAL & COMMERCIAL BID

1. Technical bid should consist of following:

- a) Experience certificates, financial turnover, registration no. of PF, ESI, & GST as **detailed in the** requirements of Technical bid. All the certificates should be self attested. If the works are carried out in the private firms, TDS certificates issued by them are also to be attached **through e mode**.

Note: The details are to be furnished (through e mode) in the format enclosed in Annexure. - I and also upload relevant documents along with Technical bid.

- b) Please note that contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code nos. will be summarily rejected.
- c) You are requested attach Account Payee Demand Draft, Banker's Cheque from any of the **Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks** or payment online before closing date of the bid by NEFT/ RTGS for **Rs 1,48,000/-** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details.

In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.

ACCOUNT NAME : BEML LIMITED
ACCOUNT NO : 10562407488
ISFC CODE : SBIN0003130
BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH
SWIFT CODE : SBININBB170

Note: The agency / Contractors exempted EMD amount shall attach Exemption Certificate from the Competent Authority.

- d) **NIT acceptance certificate** (format enclosed at Annexure II) should be Duly signed by the contractor & uploaded along with the Technical bid
- e) **Undertaking regarding Non Ban / Blacklist / Debar** (format enclosed at Annexure III) should be duly signed by the contractor & uploaded along with the Technical bid

2. Commercial bid should consist of:

Only the Schedule 'A'- bill of quantity duly filled with rates/amount & firm's seal and signature in all pages.

Note: The rebate if any, should be submitted through e mode only

- 3. The contractors or their representatives may visit our divisions at Mysore Complex, Mysore between 8.00 AM to 2.00 Pm on working days for Acquainting themselves with the site conditions, requirements & scope of Work before submission of the Offer.**

**Sub: Maintenance contract for maintenance of Aeration treatment plants in Equipment Division,
Engine division & in township, BEML Limited, Mysore, for Two years period (2020-22)**

ELIGIBILITY CRITERIA FOR TECHNICAL B I D

In the Technical Bid, the firm have to furnish/upload the following details / documents with regard to their experience etc :

CREDENTIALS i.e. , EXPERIENCE / FINANCIAL STATUS ETC.

Intending Tenderer who meets the following eligibility criteria may quote for the tender.

- 1) Financial Position: Average annual financial turn over during the last 3 years ending **31.03.2019** should be at least **Rs.22.28 Lakhs**. The annual turnover certificate duly certified by Chartered Accountant (CA) in this regard shall be submitted.
- 2) Experience : Contractor(s) should have experience of having successfully completed the in operation & maintenance of **Effluent treatment plants up to 250KLD capacity** as described below during last 7 years ending **30th April/2020** in any one of the following: (Copy of the satisfactory performance certificate to be uploaded).
 - i) **Three completed works** each costing not less than **Rs. 29.70 Lakhs (Or)**
 - ii) **Two completed works** each costing not less than **Rs 37.13 Lakhs (Or)**
 - iii) **One completed work** costing not less than **Rs. 59.40 Lakhs**
- 3) **All necessary statutory requirement** viz., ESI registration no., PF registration No., GST registration No, and undertaking to submit required labour license before commencement of work against Form-III from BEML.
- 4) Details of EMD.
- 5) Note : **The agency / Contractors exempted from EMD amount shall attach Exemption Certificate from the Competent Authority.**
- 6) **NIT acceptance certificate** (format enclosed at Annexure II) should be duly signed by the contractor **& uploaded along with the Technical bid**
- 7) An undertaking has to be submitted by the bidders stating that they have Not banned / blacklisted /debarred from Trade by any Central / State Government department / Autonomous Institutions or PSU's in India (format enclosed at Annexure III) should be duly signed by the contractor **& uploaded along with the Technical bid**

All the above information shall also be furnished in Annexure-I along with relevant documents.

The commercial bids of the contractors who have submitted the satisfactory documentary evidence for the above requirements will be opened. The commercial bids of other contractors i.e. Who does not qualify in the Technical requirements will not be opened. The L1 position will be arrived based on the total value of the work.

Intending tenders should submit their Technical & commercial bid through e mode and send EMD for specified amount (Refundable) through post in the form of DD / Banker's Cheque drawn in favour of BEML Limited, payable at Mysore, so as to reach BEML, Mysore before tender closing date and time.

This forms the part of tender documents.

Annexure – I

Sl. No.	Description (Requirements of Technical bid)	
1	Details of EMD of Rs.	
2	Financial turnover	
	2016-17	
	2017-18	
	2018-19	
2	Average annual financial turnover during last 3 years (Minimum required Rs.22.28Lakhs). Note: Gazetted Officer attested copy of annual turnover certificate duly certified by Chartered Accountant (CA) to be uploaded.	
3	<u>Work experience.</u> Contractor(s) should have experience of having successfully completed the operational & maintenance of <u>Effluent Treatment plants up to 250 KLD capacity</u> as described below during last 7 years ending 30th April'2020 in any one of the following i) Three completed works each costing not less than Rs.29.70 Lakhs (Or) ii) Two completed works each costing not less than Rs 37.13 Lakhs (Or) iii) One completed work costing not less than Rs.59.70 Lakhs Note: Gazetted Officer attested copy of relevant PO / Work order copies with completion certificates are to be furnished.	
4	PF Registration No.:	
5	ESI Registration No.:	
6	GST No.:	
7	MSME Certificate:(if applicable)	
8	Labour License No.	Under taking letter to be uploaded to obtain labour licence in case of award of work against Form-III from BEML.
9	NIT compliance letter (Annexure II)	
10	Undertaking regarding Non-Ban / Blacklist / Debar (Annexure III)	

SIGNATURE OF CONTRACTOR(S) WITH SEAL

Annexure – II**NIT Acceptance letter**

To:

Dy. General Manager- Materials
BEML Limited,
Mysore complex,
Mysore: 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: **6300032556**

Sub : Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No **6300032556**.

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Contractors

Signature
Name
Seal

Note:

The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM platform.

Annexure – III

TENDER No: 6300032556

Date:

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED, MYSORE

Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

GENERAL CONDITIONS OF CONTRACT

1. Adequate labour force not below the age of 18 years should be engaged to carry out the subject work.
2. The work should be carried out with high degree of efficiency and cleanliness without damaging the company properties.
3. The contractor or his authorized representative should be present in the work spot during working hour to receive instructions from the Engineer-in-charge to carry out the work every day effectively and satisfactorily
4. Your quotation/rate for carrying out the work should include minimum wage payable per labour per day as per Minimum Wage Act, ESI, PF, EDLI charges, etc, one day leave with wages for every 20 days of work per labour and three paid national holidays and 09 paid festival holidays for each labour per year. The rate shall include bonus, additional weightage based on years of services and annual increment payable to the labourers and all the other statutory taxes as applicable, all the materials required and safety appliances.
5. Canvassing by tenderers in any form, including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
6. a. **EMPLOYEE STATE INSURANCE:**
ESI at the rate of 4.00% on minimum wages should be paid to the authorities by the Contractor on or before 15th of every month and ESI challan should be produced with the bill (3.25% towards Employer's and 0.75% towards Employee Contribution as per ESI Act).
6. b. **PROVIDENT FUND/FAMILY PENSION:**
The contractor shall recover 12% from labourer wages towards Employee's share of contribution and submit the same along with the employers' contribution at 13.01% thus making a total of 25.01% towards PF/EPF as per Provident Fund Act. The Employer's contribution at 13.01% shall be borne by the Contractor which includes Admin. and PF charges at 1.36% of labour wages. Contractor should have his own code number. If he does not have, he should apply and get the same. The Contractor should remit PF contributions to the authorities on or before 15th of every month.
7. The Contractor shall obtain requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 and duly observe the provision of the said Act, the Rules and Regulations framed there under as also the provisions of all the other laws including Industrial Dispute Act and Factories Act, as may be applicable to him and his Employee and keep the Company fully indemnified at all times in respect of breaches, if any, of the said laws and against the claim of the employees on any account against the company.
9. The intending tenderers should quote their organization registration code numbers for the registration with ESI/PF Authorities.
09. Contractor should employ only ESI registered workmen on any item of work inside the factory. If Contractors have workmen who are not yet been registered under ESI, they should ensure that the workers are duly registered before employing them for the work.

10. All claims arising by or at the instance or on account of the persons employed by the Contractor or on account of wages, allowances, PF, ESI, , or otherwise, shall be met by the Contractor on his own account and the company shall be kept fully indemnified. The company shall have no liability in that behalf.

11. If there is any default on the part of the Contractor, an estimated amount towards ESI /PF liability, including the penalty/damage, will be recovered by the company from the bills of the contractors or any other source irrespective of whether it is specifically charged or not.

12. Contractor will settle the claims of the employee whenever such claims arise, either due to termination, discontinuance or death and keep the company indemnified.

13. The extension of ESI & PF benefits to the Employees of the Contractor will be available only during the Contract period. After the contract is completed Contractors employee may in accordance with RPFC, withdraw PF amount or get the amount transferred to their PF accounts with the new employer.

14. Contractor should maintain all registers and records required for ESI/PF payment of wages, etc. under the statutes and produce them for verification as and when called for by Company/Inspecting authority.

15. **OTHER CONDITIONS:**

a. The labourers shall be dutiful and obedient and execute the works assigned to them continuously and efficiently.

b. The Contractor shall pay to the labourers the wages agreed to by him, however not below the Minimum Wage as prescribed under the Minimum Wages Act. The Contractor is also liable to disburse the wages as per the provisions of payment of wages act. Further the wages shall be distributed in accordance with the applicable statutes prevailing.

c. The Contractor is responsible for the regular attendance and proper conduct and behavior of the labourers supplied by him.

d. In the event of contractor failing of neglecting to carry out the work, the Company shall be entitled to recover damages from the Contractor such damages being equivalent to the extra amount which the company is obliged to pay for getting the work done by other agency and in addition the company shall be entitled to forfeit to itself the security deposits or any part thereof remaining to the credit of the contractor or at its option also be entitled to terminate this contract.

e) As per the Karnataka Govt. notification issued from time to time the requisite amount towards Labour welfare Fund has to be borne by the contractor yearly once ie., in the month of January.

16. PAYMENT:

The Contractor has to submit the monthly bills within 3rd of every month and arrange to make payments to his employee to their respective accounts through Bank on or before 7th of every month.

17. ACCIDENT/INJURY:

In the event of any accident/injury, disablement, the Contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify BEML in case of any claims arising there of later. Required safety aids and equipments are to be provided to the workers while at work.

For this purpose, the contractor shall take an Insurance policy to cover the risk for the period of contract - **Employer's Liability Insurance Policy**

18. The work has to be Carried out in First, Second & Third Shifts if required every day for all the seven days in a week including Sundays and Holidays as directed by the Officer-in-charge.

19. Lunch Coupons have to be purchased by the Contractors' Labourers. The Contractor has to buy the Canteen Coupons depending upon his total requirement from the Accounts department same will be recovered from monthly bills cash payment basis and distribute the Canteen Coupons to his Labourers on the date of wage disbursement day for the labours working in Equipment, Engine Divn plants only. The Contractor has to recover the cost of coupons from his labourers to the extent of coupons given to them. The coupons will be given to labours at subsidized cost. For plant at Township contractor has to make their own arrangement for lunch & quoted rate shall deemed to include for the same.

20. The company will provide Transportation facilities to the Labourers engaged by the Contractor at subsidized cost.

21.. CONTRACT AGREEMENT:

The Contractor shall within 7 days of the acceptance of his tender, enter into and execute a formal agreement of contract to be prepared by the authorities designated by BEML. In case of failure to execute the agreement, the Office-in-Charge in the department will have the right to withhold payment of the Contractors outstanding running/final bill. The expenses of commuting and stamping of the agreement shall be paid by the Contractor.

22. Verification of Contract Laborer antecedents:

The Contractors will have to get the necessary police verification done for the labourers employed by him prior to engage them in the Company and the relevant details in this connection will be submitted to Personnel Department for their records.

23. Management reserves the right to ask the contractor to dispense with the services of any labourers who is reported to be of doubtful integrity.

24. The Earnest Money Deposit by crossed Demand Draft in favour of BEML, Mysore complex, Mysore, on any Schedule Bank located at Mysore, must accompany the Tender. Cheques will not be accepted. In case of successful tender, the EMD will be retained and adjusted towards Security Deposit. The company shall be entitled to forfeit to itself the whole or any part of the SD for any breach of Contract by the contractor. The company shall also be entitled to recover any sum due from the contractor to the company under the terms of the contract or on any other account from the SD and refund the balance, if any, on successful completion of the work, to the Contractor.

25. Safety Appliances:

It is the responsibility of the contractor to provide safety appliances like hand gloves, shoes, gum boots, etc. wherever required to the Labourers who are engaged for the job. The Contractor should ensure that the Labourers wear them daily while on duty.

26. In respect of disputes under the Contract or concerned there with the Courts situated at Mysore shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

27. Dispute Resolution and jurisdiction:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract

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.

28. The Contract is for a period of two years from the date of acceptance letter is issued with an option to the Company (BEML) to extend if further periods on the terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained therein the contract may be terminated by the company at any time for breach of contract on the part of Contractor. It is being not obligatory on the part of the Company (BEML) to assign any causes or reason for such termination. The Contractor shall not be entitled to claim any compensation or damage for such termination.

29.a Security deposit:

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**. Such Security deposit shall not entail any interest payment on refund. Bank Guarantee from any Commercial Bank equivalent to the amount of Security Deposit. **Bank Guarantee liability claim period valid up to 3 months (90 days) from the expiry date (Validity period)** of the contract covering the claim period will be accepted or it will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit).

Bank guarantee clause: The Bank Guarantee shall be valid up to Expiry Date irrespective of Bank guarantee issued by Bank as per required by BEML LTD.

Claim period liability: Bank Guarantee is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if a demand is made in writing across the counter of the bank on or before due date i.e., 90 days or 3 months minimum period is required for claim period liability in Bank Guarantee.

The 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 his 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.

29.b Refund of security deposit;

On completion of the contract based on the recommendations of the Engineer-in-charge, the Security deposit will be released to the Contractor, **three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor.**

30. PRECAUTIONS AGAINST INJURY TO PROPERTY ADJACENT TO THE WORK IN PROGRESS

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 any loss and damages to the labourers engaged. In the event of accident, the claim of the third party should also be taken care either by covering through insurance or by the contractor's risk. For this purpose, the contractor shall take an Insurance policy to cover the risk for the period of contract (Employer's Liability Insurance Policy).**

In the event of any accident / injury / disablement to the labour / supervisor/third party, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent, in addition to the medical treatment / assistance.

Contractor shall supply all safety appliances like boots, hand gloves, gum boots, goggles, two pairs of socks etc., as detailed in tender doc.,

31. The contractor shall be deemed to have studied the scope of works thoroughly before offering his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Contractor can visit the site before offering his unit rates if necessary
32. The company is not liable for any loss or damage of tools and materials brought by the contractor.
33. All the materials used for the works shall comply with Indian standard specifications as published up to date wherever applicable.
34. The tenderer shall be deemed to have studied the scope of work and extent of each item of work thoroughly before offering unit rate which shall be deemed to include for all works necessary to ensure that the complete work is in good condition.
35. Accident Damages: The contractor is solely responsible for making good the damages occurring on account of any accidents to his labour due to his failure to take safety measure of whatsoever may be the reason.
36. Work has to be carried out without disturbing the working atmosphere. No inconvenience should be caused to the officers/employees' movements.
37. All statutory recoveries such as ESI, PF, GST has to be remitted by the contractor to the respective authorities and duly paid vouchers to be submitted along with bills. Taxes etc., will be recovered from the bills as per norms.
38. The contractor shall produce sample of materials and shall obtain the approval of the Engineer in charge before he places the bulk order for the materials for incorporation in the works.
49. The offer shall remain valid for acceptance for a period of 60 Days from the last date for submitting the bids.

GENERAL TERMS & CONDITIONS (B) :

Purchaser/Company refers to “BEML” and Contractor/Supplier refers to “Successful Bidder” in this tender.

(i) 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.

(ii) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

(iii) BRIBES AND GIFTS:

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under Clause -12 hereof. 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.

(iv) DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(v) 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 / Contact & 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.

(vi) DURING ARBITRATION

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(vii) 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.

(viii) 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.

(ix) 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.

SEXUAL HARASSMENT:

The Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

(x) **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 successful bidder:

The successful bidder (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 successful bidder (s) will not commit any offence under the relevant Acts. The successful bidder (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 bidder (s) will not enter with other Firm (s) / bidder (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the bidder(s), before award or during execution of the Service 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 successful bidder (s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**BEML LIMITED
MYSORE - 570018**

TERMS AND CONDITIONS OF CONTRACT

1) WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract" of General Specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

1. TAXES & DUTIES APPLICABLE

- I) TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered on the contract amount @ applicable rates from time to time.
- II) Other Duties: The price quoted by the tenderer should include all duties, octroi, royalties etc., if any payable by the contractor.
- iii) The rates quoted by the tenderer should include all duties, taxes, royalties etc., except **GST** prevailing payable by the contractor. All deductions as per statutory requirements and as per Govt. rules & regulations shall be made from the bills payable.

3. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work will be provided at a nearest available point by BEML on request based on availability at free of cost. Contractor to note this aspect while quoting the rates. However, contractor has to make his own arrangement to work during power failures/non-availability. Non-availability of power will not be a reason for delay in works.

4. LABOUR ACTS

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 Engineer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Payment of Wages Act – 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, ESI Act 1948 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, liable to be paid by him under Workmen's Compensation Act, ESI Act or other Labour laws, the company is entitled to withhold the payment due to him or any other amount entitled by him and remit the same to the authorities concerned such payment shall be binding on the contractor.

- (a) In the event of contract labour, the contractor is responsible for implementing the provision of the contract Labour act in total and also responsible for any repression arising there from non-compliance thereof.
- (b) The contractor should quote their organization / code number for the registration with ESI/PF authorities.

- (c) In the event of any accident / injury / disablement, contractor should arrange to pay the requisite compensation legally payable to the concerned employees/Dependants and also indemnify to BEML in case any claim arising there for later.
- (d) Contractor should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 7th of each month to Engineer-in-charge,
- (e) Contractors should employ only ESI Registered workmen on any item of work. If contractor have workmen who have not been registered under ESI, they should ensure that workers have been duly registered under their own code before employing them in work,
- f) If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty damage, will be recovered by the company from the bills of the contractors.
- g) Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statute, and produce them for verification as and when called for by company inspecting authorities. Also has to maintain works dairy, hindrance register, site order book etc., which will be coordinated by the Engineer-In-Charge and Contractor's Engineer.
- (h) Contract Labour (Regulation and abolition) Act,1970 under section-12 and rule 21 prescribes that every contractor who employ labour for executing contract works, should obtain license from labour authorities to carry out any works, contract, so that the labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML authorities before commencement of work.
- (j) The contractor is required to submit the daily attendance of labours engaged duly certified by the Officer in Charge or his representative.

5. ARBITRATION:

EXCEPT where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or to the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator of the person appointed by BEML. There will be no objection to any such appointment of the arbitrator so appointed and that he has to deal with the matters to which the contract relates and that in the course of his duties as such he has expressed view on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the company at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that no person other than the person appointed by the BEML should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount the claim in dispute is Rs.50,000-00(Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

SUBJECT as aforesaid the provision of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof end and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

IT IS a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Contractor(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the company that the bill is ready for payment., the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

THE decision of the company regarding the quantum of reduction as well as justification there of respect or rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

**BEML LIMITED
MYSORE – 570018**

Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

SPECIAL TERMS AND CONDITIONS (A)

01. The Contractor has to engage the contract labours who are presently working in the ATP maintenance contract (except irregular in works, aged, disabled, alcoholic addicts and bad conduct personnel). The firm has to submit the daily attendance/details of work allocation of their labourers to the in-charge at the beginning of the day.
02. For the subject work minimum of **12 TCL** shall be deployed on all days i.e. 24 x7 .

For the reference the present category of TCL is stated as follows :

Above 20 years of service.	Below 7 Years of service.
6	6

However the firm if requires may engage more Manpower including reliever to accomplish the works with the prior approval of Beml duly observing the formalities.

The contractor has to engage manpower sufficient enough to carry out the works specified as per BOQ. For any clarification may contact further Dy. Gen Manager Purchase or Asst Gen Manager, Civil Maintenance & Landscaping.

03. For the information of Contractor, the following details are furnished with regard to payment of existing minimum wages, Employers' contribution towards PF, ESI etc. **Any enhancement of statutory payments like minimum wages, DA, ESI & PF etc., during the period of contract will be compensated by BEML at actual attendance basis (gate attendance) for minimum no. of labours.**

Wages under Central Minimum Wages by Govt. of India applicable for Mysore Schedule / Zone & valid up to 31.03.2020			
Sl. No.	Description	in Rupees	
		Existing Man power Wages	
		Unskilled	
		Above 20 years service.	Below 7 Years Service
1	Minimum Wages	503.00	503.00
2	Additional Wages	50.00	----
3	Annual Increment (3years x Rs.4/-)	12.00	----
4	Total	565.00	----
5	ESI & PF @ 16.26%	91.87	81.79
6	Total	656.87	584.79
7	Annual increment based on number of year experience should be given from Apr'2021 & Apr'22 onwards	Rs.4.00 /day	----

04. The following conditions are deemed to be included in the quote:

- i) Leave payment (Annual leave payment should be borne by the contractor) (for every 20 days of working, one day leave is eligible by a workman) as per Factory act 1948.
- ii) Payment of PF & ESI should be paid by the contractor
- iii) Payment of Bonus at Rs.7,000/- per labour per year or 8.33% of paid wages whichever is higher should be paid by the contractor.
- iv) Payment of National & Festival holidays should be paid by the contractor (13 holidays per year)
- v) The price quoted shall be firm and inclusive of all taxes except for GST.
- vi) The entry and exit of workman into the factory area is controlled by the security authorities of the company. The contractor should strictly adhere to the timings of entry and exit laid down by the authorities and the rate quoted is deemed to include for the same.
- vii) Contractor should quote keeping in mind the existing pattern of wages payable as per table.
- viii) An allowance of Rs.10/- per day per person and Rs.20/- per day per person to be made for TCL's working in 2nd and 3rd Shifts.
- ix) NOTE : For any shortfall of man days in a given period than the specified as per tender shall be recovered @ Rs. 600/man day while processing the bills in addition to the recovery proportionately for the Non-performance of works specified at individual items all as per tender.**
- x) The contract shall be for a period of Two years.
- xi) BEML Limited shall reserve the right to short close the contract by giving One month notice or without notice for breach of contract or without assigning any reason whatsoever.
- xii) The age of the personnel engaged should be preferably below 60 years.
- xiii) No accommodation shall be provided by the Company.
- xiv) Personnel engaged shall be on duty in the shift of 8 hours duration.
- xv) In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
- xvi) Personnel engaged should ensure perfect discipline and behavior and diligent performance of duties and in no circumstances, they may cause any interference, annoyance or nuisance to the officials of the Company.
- xvii) The Personnel shall report for the duty in uniform and shoes, which are to be provided by the Agency/Contractor.
- xviii) Canteen facilities - Lunch, Tiffin, tea / coffee will be provided for the personnel who are on duty with subsidized cost at Equipment & Engine division. However **necessary provision for lunch to your labours working at Township ETP plant to be organized from your end and the quoted rate shall deem to include the same.****
- xix) The Supervisor should ensure control over their personnel, reporting of personnel, their derailment, etc.
- xx) The agency should make their own arrangements to provide accommodation to their staff.
- xxi) The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc. (But payment will be made only for the day of attendance to the duty).**

Agency should maintain all equipment in good condition as per requirement.

**BEML LIMITED
MYSORE – 570018**

Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

SPECIAL TERMS AND CONDITIONS (B)

- a) The Firm/ Company should be a specialized firm in wastewater treatment works (STP/ETP) and should have operated and maintained satisfactorily minimum of **250 KLD capacity**.
- b) The Firm/ Company should possess valid ISO certification and qualified Mechanical and Environmental Engineers having experience in wastewater treatment.
- c) The Firm/Company should submit the organizational structure with the various branches.
- d. Service should be offered on **24 x7 basis**

e. Any minor/major repairs in the machineries of the plants have to be got done by the Contractor. The items required have to be replaced and charges of items will be reimbursed on actual cost basis against documentary evidence with the prior approval of Beml. (Only material cost will be reimbursed and the labour required for the work has to be borne by contractors)

f. The Agency/contractor has to maintain proper records at plants for carrying out the works in time duly certified by the concerned in charges.

g, If the scheduled works are not carriedout properly, failing which proportionate deduction will be affected

BEML LIMITED, MYSORE – 570 18

SUB: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)

SCOPE OF WORK

A. SPECIFICATIONS FOR OPERATION & MAINTENANCE OF WORKS

1. SCOPE OF WORK:

The effluent treatment plants located in Equipment division, Engine division & Township are to be monitored & maintained.

The agency/contractor shall operate and maintain the Effluent Treatment Plant, and all other allied works under this contract, for a period of **2 year**, extendable by another 1 year however the scope of work will remain unchanged. For this period, the scope of work includes operation and maintenance of Effluent Treatment Plant and other related associated/allied appurtenant works of ATP. With the following terms & conditions:

Terms & Conditions:

- 1) Plant operations & maintenance shall be carried out in all 3 shifts by engaging people in each shift per plant -**Service should be offered on 24X7** basis.
- 2) Bidder should provide all the required tools and tackles for proper functioning of ETP.
- 3) The bidder should submit the preventive maintenance schedule for BEML LTD approval and its implementation.
- 4) The bidder should fulfill all statutory requirements pertaining to satisfactory performance of the job etc.,
- 5) Dismantled / replaced parts should be handed over to BEML LTD Engineer in charge.
- 6) To Operate and maintain the ETP, all instruments and mechanical, electrical equipments in accordance with the aim and purpose of treatment. The plant & equipments covered under the above contract will be totally attended to, by the contractor including any "Troubleshooting" to ensure smooth and trouble-free operation.
- 7) The contractor will monitor the performance of the ETP and take adequate actions to ensure smooth and satisfactory performance according to the norms of KSPCB/ running of the plants on a 24X7 basis.
- 8) The contractor shall prepare and implement an effective plant maintenance program in consultation with the officer-in-charge. Expect for major overhauling, if required in a year , It is an absolutely bidders responsibility to look after all sorts of maintenance whether preventive of Minor. However, the Major maintenance shall be attended by BEML.
- 9) The contractor will determine operating parameters; select settling (Chemical doses etc.) and generally optimize the process, and working of the treatment plant. Excessive chemical dozing i.e. dose more than normal should be avoided otherwise penalty shall be levied and recovered from the contractor.

- 10) The contractor will plan about the requirement well in advance & inform the officer-in-charge to procure all spares, all consumables including chemicals, grease, lubricating oil, cleaning agents etc.
- 11) The contractor will be responsible for keeping up-to-date record of documents including History Card for equipments and maintaining every day log book relating to various analysis performed. The contractor shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval say hourly.
- 12) The contractor will prepare and submit a periodic report of plant performance and will assist the officer-in-charge in preparing the necessary documents for their purpose and records.
- 13) The contractor will be responsible to carry out day to day periodic maintenance, necessary to ensure to smooth and efficient performance / running of all equipments / instruments comprising the ETP and maintaining the record of the same.
- 14) The contractor will employ the staff for operation and maintenance of the Plant. The above staff shall be distributed in three shifts as per the direction of officer-in-charge.
- 15) The contractor shall make the arrangement of reliever for weekly off / holiday etc. Absence on any ground like weekly off or holiday shall not be considered. The presence of staff in each shift should be marked in muster to be maintained at office of shift in charge at Effluent Treatment Plant that shall be considered as final. The Contractor's staff must mark their presence in this muster.
- 16) The staff of contractor will always remain in contact with the officer In charge of the ETP and follow their instructions.
- 17) Unsatisfactory and inefficient running of the plant and unnecessary and excessive usage of spare, consumable, etc. supported by the reasons which are under control of contractor will be highly objected/penalized proportionately.
- 18) It is required that periodically a technical expert (Environmental Engineer) other than the Monthly Staff of the contractor will visit the plant regularly and will suggest if required, to improve the efficiency and working of the plant etc. No separate payment will be made for such visits.
- 19) Contractor will comply with all safety rules and regulations and all inter disciplinary as followed by the BEML LTD.
- 20) The Employer will not be responsible for any accident /injury to the staff of the contractor. Further the Employer will not provide any insurance or medical facility to the staff of contractor. The responsibility lies with the contractor.
- 21) The contractor shall provide the necessary tools and tackles required for day-to-day maintenance.
- 22) The scope of work also includes gardening and cleaning within the plant area including floor, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant area shall also be cleaned and maintained by the contractor regularly.
- 23) This work is inclusive of but not limited to operation, maintenance, housekeeping, cleaning, removing sludge & dispose it off at landfill site provided by BEML LTD.

- 24) Electricity and water required for operation & maintenances of the plant will be provided by the BEML LTD free of cost.
- 25) The contractor shall also dispose of the sludge, screenings, grit and any other material by deploying men, machinery and vehicle without extra cost, as per instructions of officer-in-charge , to the site provided by BEML LTD.
- 26) The contractor scope includes for submission of application for renewal of consents under Air Act, Water Act, Hazardous Waste, plastic waste and any other requirement time to time. Submission of monthly cess return, annual return under Hazardous waste. Plastic waste or any other waste requirement from KSPCB from time to time.

2. OUTPUT AND OPERATIONAL GUARANTEES

The contractor is fully responsible for treating all the Sewage/Effluent reaching at the inlet chamber. The performance of the contractor shall be treated as unsatisfactory if he fails to treat the complete sewage or does not maintain the guarantees excepting in force major condition or fails to fulfill other conditions of the contract.

3. TREATED EFFLUENT QUALITY

The contractor shall operate the Aeration Treatment Plant in such a way that at all times the treated effluent quality is as per specified standards of KSPCB (as specified in the consent)

4. TREATED SLUDGE DISPOSAL

The contractor shall operate the Aeration Treatment Plant, the dried sludge from the sludge drying beds should be collected in polythene bags/containers and stored at site. However, BEML will arrange for the utilization of the sludge within the premises.

5. TESTS TO BE CARRIED OUT DURING O&M PERIOD

The sampling should be done **once every month** as instructed by officer-in-charge and the samples should be sent to any approved environmental laboratory by the contractor for parameters as applicable as per KSPCB consent order of each plant at their own cost.

6. STAFF / SUPERVISORY

- a) The supervisor deployed should have knowledge in the field of Environmental Engineering shall be with Engineering back ground specialization in Environmental Engineering for maintaining day to day activities and also should be capable in preparing the correspondence documents for submission as per KSPCB with concurrence and approval of BEML.
- b) The contractor shall give or provide all necessary help during the O&M by a competent person having adequate knowledge of the operation and Maintenance to be carried out (including the methods and techniques required), the hazards likely to be encountered and methods of preventing accident) as may be required for the satisfactory working of the entire plant.
- c) No labor below the age to 18 years shall be employed on the work.

- d) List of staff is to be given by the agency to the officer-in-charge and advance intimation to be given before deputing/removing any staff from site during the period of contract.
- e) Safety items, required tools for maintenance of equipments are to be provide at all plants from the bidder with no additional cost.
- f) **SHUTDOWNS:**
The necessary works assigned to the contractor by the BEML LTD shall be completed within the time schedule fixed by the Engineer & within the approved shut down period.
- g) **SECURITY REGULATIONS:** The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.
- h) **STORING/STACKING OF MATERIALS:** Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.
- i) The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
- j) After completion of daily work activity, the site has to be cleared of all debris etc.,
- k) The successful bidder shall start the work immediately after obtaining gate passes.
- l) It is the responsibility of the bidder to develop and maintain good housekeeping and garden in the ATP premises.

7. SITE VISIT

The Bidder at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender. The cost of visiting the site shall be at the Bidders own expense.

8. You shall follow strictly the disciplinary rules of the company that are in force from time to time.

9. You shall adhere to all the safety regulations that are in force in the work area.

10. Any item outside the scope as expressed above shall be carried out on our request on mutually agreed terms

11. You shall be provided canteen facility for your workers working inside factory on chargeable basis. For labours working at treatment plant at Township provisioning for lunch have to be your own arrangement. First aid within our plant premises, shall be provided. Immediate medical help in case of any serious injury will be provided by you and any long-term implications are to be borne by you.

12. Requisite forms for filing periodical returns, obtaining consents under Water & Air act and handling of Hazardous waste as required by KSPCB authorities have to be filed and submitted only the claims from KSPCB will be made by BEML.

13. Obtaining consents under Water & Air act, consent for handling for hazardous waste etc., wherever necessary from the KSPCB has to be complied including necessary follow ups at KSPCB & requisite fee payable will be paid by Beml.

14. All required periodic sample analysis reports to be maintained by you, all correspondence such as submitting reports, watercess, environmental audit report and all other correspondences to be made to KSPCB are to be carried out time to time without any delay & any necessary KSPCB fees/claims will made by Beml.

	Period of contract:	TWO YEARS	
	EMD :	1,48,000/-	
Sub: Maintenance contract for maintenance of Effluent Treatment plants at Equipment Division, Engine division & Township, BEML Limited, Mysore, for Two years period (2020-22)			
<u>SCHEDULE 'A' – BILL OF QUANTITIES</u>			
Sl. No.	Description	Unit	Qty.
A) Materials & Tools required			
1	Phenol Perfumed Brand: Blossom, Black Belt, Ozone	Lit	360
2	Coconut brooms	Nos	144
3	Soft brooms Brand : Monkey(555) / Mothi / Maharani	Nos	72
4	Cleaning brush	Nos	144
5	Cleaning Acid	Lit	288
6	Bleaching powder	Kg	600
7	Rubber Hand gloves Sets	Pair	600
8	Nose mask	Nos	480
9	Bath Soap not less than 100gms in weight (Lifebuoy / Rexona/ Mysore Sandal)	Nos	288
10	Washing Soap not less than 200gms in weight (Nirma / Arassan / Rin)	Nos	288
11	Mosquito spray (Malathion insecticide)	Lit	24
12	Gear oil 140 grade	Lit	40
13	Gear oil 320 grade	Lit	60
14	Oil seal of size 40 X 52 X 7	Nos.	20
15	Oil seal of size 42 X 24 X 8	Nos.	20
16	Rubber washers for aerators	Nos.	24
17	Plastic heavy-duty basin (medium size)	Nos	6
18	Spades (Mumty-medium size)	Nos	3
19	Sprayer for medicine of 15 Ltr capacity (hand pumping type)	Nos	1
20	Hand shovels	Nos.	3
21	Stitched Uniform sets -2 No shirts & 2 no pants per year (2 x 12 x 2)	Sets	48

22	Gum Boots	Sets	12
23	Safety shoes with 2 Pair socks of reputed make of Bata / Safetix / Allen Cooper / Liberty.	Sets	12
24	Rechargeable Torch	Nos.	6
25	Safety Helmet	Nos.	8
B	Activity		
26	<p>Operation, Monitoring & Maintenance of Effluent treatment plants as per prescribed norms of KSPCB maintaining proper records of inflow & out flow and other connected records, monitoring all the tanks, periodical cleaning both in & around Plants etc., all as specified and directed at Equipment division, Engine division and in township all as per scope of work mentioned by engaging required labours, statutory materials, tools etc., listed in Special Terms & conditions (A) & (B) and as detailed above in regular working days and also on Sundays & holidays (24 x7) all as directed by Engineer-in-charge or supervisor.</p> <p>NOTE : i) Carrying out of above works for all 3 no plants at Equipment Divn, Engine Divn & Township on daily basis (24x7). Maintenance of One plant for a period of one month is considered as <u>ONE job</u>. (3-Plants x 24 months) = 72 jobs</p> <p>ii) The sufficient number of labours in Ist, IInd & IIIrd shift to be engaged and monitored round the clock throughout the year.</p>	JOB	72
27	<p><u>Analysis of waste water Effluent :</u> The sampling should be done once in every month as instructed by officer-in-charge and the samples should be sent to any approved KSPCB laboratory by the agency for parameters as applicable as per KSPCB consents (existing parameters as mentioned below) for all the three plants and reports to be submitted to the office.</p> <p>i) Equipment : pH value, TSS, BOD, Oil & grease, Total Residual Chlorine.</p> <p>ii) Engine Division : pH value, TSS, BOD, COD, Ammonical Nitrogen, Fecal Coliform.</p> <p>iii) Township : pH value, TSS, BOD, Oil & grease, Colour and Odour</p> <p>Note: This includes Collection of samples from all the three plants (Equipment Divn, Engine Divn and Township plants) and conducting analysis as prescribed by KSPCB for every month is considered as One Job</p>	JOB	24
28	<p><u>Deploying Supervisor for organizing day to day works:</u> Monitoring the performance of all 3 no. plants and</p>	JOB	24

	<p>to take adequate actions to ensure smooth and satisfactory performance according to the norms of KSPCB of all the plants.</p> <p>Periodicity : All working days</p> <p>Note:</p> <p>1. Deploying highly skilled supervisor, with knowledge in the field on all working days & on holidays during exigency for a period of one month is considered as one job.</p>		
29	<p>Renewal of Consents:</p> <ul style="list-style-type: none"> i) Consent for Air & Water pertaining to Equipment division ii) Consent for handling hazardous waste pertaining to Equipment division iii) Consent for Air & Water pertaining to Engine division iv) Consent for handling hazardous waste pertaining to Engine Division v) Consent for discharge of water applicable for Township <p>And any other applicable consents notified by KSPCB time-to-time,</p> <p>Note:</p> <ul style="list-style-type: none"> a) The rate quoted shall deem to include for observing all formalities related to submission of above consents & up loading details at KSPCB web site/physical application in consultation with Beml, providing necessary documents / clarification & follow ups with the KSPCB authorities both at local office & HQ for obtaining consents. b) The required KSPCB fees applicable for various consents shall be borne by Beml 	JOB	1
30	<p>Liaison works with KSPCB viz:</p> <p>Preparing the details & Filing of periodical returns as required by the authorities are also to be carried out. The submission of documents & follow up work with KSPCB to be arranged by the agency and requisite fees if any will be paid by BEML against the demand notice from the authorities.</p> <p>Note: The liaison work/ submission of returns & follow up work with KSPCB is as listed below:</p> <ul style="list-style-type: none"> i) Submission of Analysis of treated water –Quarterly ii) submission of Stack emission test reports, Ambient Air & Ambient Noise level etc. –Yearly iii) Form- 3,4,9 & 13 – Yearly iv) Form No. VIII, IX-Half yearly v) Form 8 & 9 –Half yearly etc., or <p>Any other relevant consents/ submission of records from time to time prescribed by KPCB.</p> <p>Note:</p> <ul style="list-style-type: none"> a) The above mentioned liaisoning work which needs to 	JOB	2

	be carried out monthly/ quarterly/ half yearly / yearly periodical submission to KSPCB for one year is considered as <u>one job</u> . b) The contractor has to make a claim yearly after attending all the works required.		
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GST extra as applicable.

Sign. of Contractor with seal