

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
Regional Office, Nagpur, 33 Cement Road, Shivaji Nagar, Nagpur – 440 010

Bid Invitation No. 6300032704 Dt. 22.05.2020

TENDER ENQUIRY (Bid invitation)

Sub : Contract for Supply of contract manpower at Regional Office, BEML LIMITED,
No.33, Cement Road, Shivaji Nagar, Nagpur – 440 010

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, having its Regional Office, Nagpur, BEML LIMITED, 33, Cement Road, Shivaji Nagar, Nagpur – 440 010. intends to tender for providing Highly Skilled & Skilled Labour work at various Western Coal Field Limited, Mines & Project in Nagpur & Chandrapur.

In this connection, BEML LIMITED invites offers in **Two Bid System** (through **e-mode**) for initial period of 02 (Two) years and contract may be extended suitably beyond initial period of 02 (Two) years depending on BEML requirement and on mutual agreeable by both the parties for the following man power requirement.

<i>SL. No.</i>	<i>Category</i>	<i>No. of Contract personnel</i>
1	<i>Highly Skilled Labour</i>	<i>05</i>
2	<i>Skilled Labour</i>	<i>09</i>

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

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

To know the scope of the work, it is suggested to the interested / eligible bidders to visit our office by taking prior appointment by calling telephone No 0712-2248845/343 (Nagpur) & 07172-287560 (Chandrapur) before closing date for submission of your offer. The closing date for this tender is 11.06.2020.

The service providers have to submit their quotation in two parts. Viz. Part A- Technical Bid & Part B – Commercial Bid containing 20 pages duly signed and sealed.

- 1) **Technical bid (Part A)** : In the technical bid, bidder shall upload the following documents in SRM Collaboration Folder in the system.
 - a) Documents with respect to experience certificates, financial turnover, PF & ESI code Numbers, GST-registration certificate etc. and all other relevant documents /details as specified in Pre-qualification bid at **Annexure A**.
 - b) Filled in /signed document of **Annex-B**

- c) Scanned copies of Demand Drafts for Rs.**3,50,000.00 (Rupees Three Lacs Fifty Thousand only)** towards EMD (No other mode of payment will be accepted). DD shall be in favor of “BEML Limited” payable at Nagpur / Chandrapur.
- d) Any other general information relevant to above.

Bids submitted without DDs towards EMD will be rejected.

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

Please ensure that NO PRICE DETAILS (Agency Charges) are entered in technical documents uploaded in the Collaboration Folder (or) in the envelop containing DDs towards EMD.

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

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

The agency commission shall remain **fixed** throughout the contract period including extended period, in case of extension of contract for further period beyond initial 02 (Two) years irrespective of change in Central Minimum Wages which shall be made good by BEML on submission of copy of Government notification as proof.

Rate quoted shall be **exclusively** for the **Service Charges** for **Supply of each personnel per day**.

<i>SL. No.</i>	<i>Category</i>	<i>No. of Contract personnel</i>
1	<i>Highly Skilled Labours</i>	<i>05</i>
2	<i>Skilled Labour</i>	<i>09</i>

NOTE: The contract personnel deployed by the contractor shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER’S CONTRIBUTION TOWARDS ESI/PF/BONUS/LEAVE WITH WAGES ETC, SHALL BE MADE GOOD BY BEML Ltd. Whenever Management offers any rise in minimum wages as per Government notifications, bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on intimation to BEML Limited and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be paid for such disbursements and for payment of Bonus, if any. **All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per Contract Labourers.** The no. of persons indicated above may vary i.e. either increase or decrease during the period of contract. **THE CONTRACTOR MAY QUOTE “SERVICE CHARGES” FOR ABOVE MENTIONED CONTRACT PERSONNEL PER DAY/HEAD, WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS & CONDITIONS.**

After submission of quote through online/e-mode as above, original DDs towards EMD shall be sealed in a cover super scribing “**Bid Invitation No. 6300032704 Dt 22.05.2020**” and shall be

sent to reach the below mentioned address before closing date of this tender. i.e. on or before **2:00 pm of 11.06.2020**. Envelopes received / offers submitted after the due date/time shall not be accepted and BEML reserves the right to accept or reject any bid without assigning any reason thereof.

BEML Limited,
Regional Office,
33, Cement Road,
Shivaji Nagar,
Nagpur – 440 010

(or) BEML Limited,
District Office,
Mamidwar Tiles Factory Compound
Ghugus Road,
Chandrapur-442406.

Technical Bids (Part A) will be opened on **04.00 PM of 11.06.2020** in presence of available/ eligible bidders who wish to be present **and** the Commercial bids (Part-B) of the Technically qualified offers will only be opened subsequently at a later date.

***NOTE:** Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature with Signing and Encryption is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity.*

Hence in case you are getting a new Class 3 Digital Signature Token with Signing and Encryption or arranging renewal of the existing Class 3 Digital Signature Toke with Signing and Encryption. It is advisable to get the same at least two days before the due-date of the tender.

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

Thanking you,

Yours Faithfully,
for BEML LIMITED,

Regional Manager
Ph.: 0712-2248845/343

ANNEXURE –A (Bid invitation 6300032704)

SUBJECT: Contract For Supply of **05 Nos. Highly Skilled** (Diploma Holder) & **09 Nos. Skilled** (ITI Holder) Labour for BEML, Regional Office, Nagpur & District Office, Chandrapur

CREDENTIALS i.e. EXPERIENCE / FINANCIAL STATUS etc. for PRE-QUALIFICATION BID

Intending Tenderer who meets the following eligibility criteria may submit their offer by uploading the following documents in Collaboration folder as a part of technical bid.(Refer Tender document)

1	FINANCIAL TURNOVER	Agency should have not less than RS. 30.00 lakhs of average turnover for the last 3 years (copies of last 3 years Audited Balance sheets incl. Profit and Loss account statements to be Attached/CA Certified Copy.)
2	WORK EXPERIENCE (copy of the records such TDS Certificate/26AS,PO etc has to be enclosed)	<p>i) The agency should be in the SIMILAR KIND OF contract/business at least for the past 05 years.</p> <p>ii) At least one Regional/Branch/Head Office of the agency should be located in Nagpur / Chandrapur or nearby area. The successful agency shall have to position a liaison officer at Nagpur for the complete contract period for complete fulfillment of the contractual obligation round the clock.</p> <p>iii) The agency should be currently at least <u>03</u> running contracts providing similar services <u>in large Industrial organizations/ PSU establishments.</u></p>
3	Description of Work	Presently for Providing of 05 Nos. Highly Skilled (Diploma Holder) & 09 Nos. Skilled (ITI Holder) Labour. However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the applicable statutory rate and same service charge within 15 days of placement of work order for the same by BEML.
4	Other Documents	The tenderers shall submit the copies of Income tax returns filed for the last 3 years. A certificate duly signed by the Competent/Authorized Person to the effect that all personnel deployed have been fully verified by the Police Authorities.
5	Statutory requirements	The tenderers must have ESI & PF code of their own and fulfill all statutory requirements as applicable to Contract Labourers.
6	EMD / Tender fee	Scanned copies of DDs for EMD amount Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) in favour of BEML Ltd, payable at Nagpur /Chandrapur shall be uploaded in the collaboration folder . Original DDs shall reach us before closing date /time of Tender. (i.e. before 2.00 PM of 11.06.2020)
7	Desirable	ISO 9001 certification
8	Questionnaire	Annexure-B, to be filled and uploaded along with this Annexure A (Pre-qualification bid) failing which bid will not be considered.

**Regional Manager, Nagpur
BEML Limited**

Signature of the Tenderer with Seal

ANNEXURE-“B” (Bid invitation 6300032704)

SUBJECT: Contract for Providing 05 Nos. Highly Skilled (Diploma Holder) & 09 Nos. Skilled (ITI Holder) Labour at Regional Office, Nagpur & District Office, Chandrapur,

QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST OUR TENDER -

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

01.	Name in full under which the tenderer is executing the contract	
02.	Address of official premises at Nagpur / Chandrapur	
03.	Registered 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? d) Proprietary entity?	
06.	Attach Registration copy of the Firm to engage Contract Labour. (please indicate reference / No.)	
07.	Attach latest Income tax returns for 3 years	
08.	Address of the partner / proprietors of the tenderer's firm / concern and as to Director, Managing Director as the case may be	
09.	Indicate your ESI code No. (Attach copy)(See para 6 of Pre-qualifying bid)	
10.	Indicate your EPF code No. obtained (Attach copy)(See para 6 of Pre-qualifying bid)	
11.	Nature of other contract handled in any other firm with details regarding No. of Labourers, period etc,	
12.	Details of works carried out for the past three years (Attach certificates)	
13.	Whether you have all India presence (YES/NO)	
14.	Since how long are you supplying Contract Personnel? (Attach Registration Certificate as proof)	
15.	How many labourers you have in your contract at present?	
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 ISO 9001 or similar certificates with date of expiry.	
20	G.S.T REGISTRATION No : (Copy of Certificate enclosed)	
21.	Indicate Two references	1: 2:

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

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

**Regional Manager, Nagpur
Seal
BEML Limited**

Signature of the Tenderer with

PLACE :
DATE :

SUBJECT: Contract for Providing 05 Nos. Highly Skilled (Diploma Holder) & 09 Nos. Skilled (ITI Holder) Labour

SPECIAL TERMS AND CONDITIONS

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

Sl. No.	Description	Present Central Minimum Wages of Category A City as applicable for Nagpur		Present Central Minimum Wages of Category C City as applicable for Chandrapur	
		Highly Skilled	Skilled	Highly Skilled	Skilled
01	Basic + VDA	831.00	764.00	695.00	593.00

However, all statutory payments/deductions/remittances are to be effected as applicable and as amended from time to time by the Statuary Government Department /Central Government.

03. The Successful bidder has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.
- A. After releasing payment to the labourers/Personnel, the contractor will submit his bills/claim.
- B. Contractor shall engage labourers after covering them under ESI Act. Labour. Without ESI coverage labour shall not be allowed to enter the Company premises.
- C. Contractor has to ensure that the personnel deployed with BEML shall not be working for other firms during their leisure shifts.
- D. Whenever BEML Limited, 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 BEML Limited, Management after duly certified by the user dept and no separate service charges will be given for such disbursement.

04. The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National Holidays, etc. GST amount will be reimbursed by the BEML Limited on production of necessary proof for payment/remittance duly certified by the user dept. Such liabilities should be initially borne by the Contractor in accordance with statutory requirements as well as BEML Limited, Managements instructions. The expenditure incurred by the contractor towards above said liabilities will be reimbursed by the Company subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for entire payment. **Monthly Bills should be submitted along with above document and payslip of the concern.**
05. The contractor should also make payment of minimum bonus, if any, as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
06. The statutory payment like ESI, PF, EDLI ,GST,etc., have to be made every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and to the concerned officer.
07. The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted.
08. Normal working hours will be from 9.00 Hrs to 17.00 Hrs. However, the shift timings are subject to change and the contractor has to provide manpower as may be required by BEML from time to time.
09. ACCIDENTS INJURIES AND DAMAGES : From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person, which may arise during the course of work.
10. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.
 - a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A) 1970 Act etc should be produced to the concerned official every month.
 - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer of company.
 - c. The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.

11. Contractor should provide following or any other required documents forms from time to time under Contract Labour (R&A)1970
 1. Register of Wages in Form XVII.
 2. Muster Roll in Form XVI.
 3. Register of Deduction in Form XX.
 - 4 Half yearly return in Form XXIV.
 5. Muster rolls in Form No XXII
 6. Attendance Register in Form No VII
 7. Wage Slips in Form XIX etc.....
12. The work is not carried out satisfactorily, the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.
13. The Company reserves the right to extend the term of the contract or to short close the contract at any time without assigning any reasons at the discretion of the Management.
14. All the personnel as deployed shall have photo identity cards issued by the contractors which should be produced while on duty for identification.
15. Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/inspecting authorities.
16. All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
17. The labors employed for executing the work in this contract shall be healthy and able bodied person, capable of doing the work for which their services are indented. They shall be over 18 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company.
18. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors and the incidental cost thereon, and in addition, the company shall also be entitled to forfeit to itself the security deposit or any part thereof remaining to the credit of the contractors and at it option also be entailed to terminate the contract.
19. The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, **the**

contractor shall take 'Employees Compensation Policy or Contractors all risk coverage policy (CAR POLICY)' to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.

20. The contractor shall provide manpower as required on all working days/Sundays/holidays for carrying out the services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work. The entry badges will be issued only to the number of labors specified.
21. The contractor shall make his own arrangement for Transportation of his labors TO & FRO Office.
22. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Asansol shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
23. **Service Charges includes Indirect labour expenses, viz., accessories required for security personnel, shoes, socks, uniform, belt, Rain coat & Jersy (if required), and hand globes, helmet and other safety appliances etc., as applicable to workers deployed. Complete Safety and Security of the personnel deployed shall be the sole responsibility of the contractor and the contractor has to provide all safety appliances to the personnel deployed. In case of any lapses noticed, BEML reserves the right to impose penalty @ Rs. 500/- per case or at the discretion of BEML subject to maximum deduction of 10% of the running Bill. BEML also reserves the right to provide the safety appliance in case the same is not provided by the contractor and recover the amount from the contractor's Bill and also impose penalty at the discretion of BEML subject to maximum deduction of 10% of the running Bill.**
 - a. **Identity Cards to the Personnel if any.**
 - b. **Obtaining Employees Workmen Compensation policy or CAR POLICY.**
24. The Agency shall ensure perfect discipline and behavior and diligent performance duties by the personnel, who shall not in any manner cause any interference, annoyance, nuisance to other officiating incharge.
25. For occurrence of any incidence like theft, pilferage, etc owing to gross negligence for the assessed loss, damage, if any, caused thereby. Agency shall have to take appropriate action with the police as required under laws.
26. The personnel provided by the Agency will not have any Request/Claim for any sort of employment or otherwise, either temporary or permanent with the Company. In the event of any employment injury or accident occurring to any of the personnel engaged by the Agency, the liability for payment of any compensation or damages will be that of the Agency alone and the Company shall be no way be liable for such payment of compensation/damages
27. **ACCIDENTS INJURIES AND DAMAGES :** From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person, which may arise during the course of work.

28. The contractor shall employ personnel to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of the Company. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.
- a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns/challans under various statutory requirements including ESI/PF/Contract Labour (R&A) 1970 Act etc should be produced to the office every month.
 - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer concerned of company.
29. The Successful bidder should arrange personnel for entire office premises including stock yard etc.
30. The personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years) and medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons
31. **PAYMENT:** The contractor shall submit bills after satisfactory completion of the work every month to the BEML office along with all requisite document mentioned above and duly coordinated by the officer of company. If any remarks regarding the non performance etc., proportionate deduction will be effected from the Bills.
32. **PENALTY:** Penalty will be imposed on the service provider /agency for non-performance including forfeiture of the Bank Guarantee/Security Deposit at the discretion of BEML only. Apart from this, if the services are found to be unsatisfactory, BEML management has every right to short close the contract with or without giving notice. BEML also reserves the right to cancel the tender at any point of time without assigning any reason whatsoever. **If the payment made by the contractor after 8th day of any month, then Rs. 500/- per day penalty will be applicable.**

I. TERMS AND CONDITIONS

SUBJECT: Contract for Providing 05 Nos. Highly Skilled (Diploma Holder) & 09 Nos. Skilled (ITI Holder) Labour at Regional Office, Nagpur & District Office, Chandrapur

1. The Successful Bidder or his authorized representative should visit the posted places of his personnel at-least once in a day and meet the concerned to give/get feedback/report/review the performance of the work.
2. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.
3. The Bidder shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Bidder must visit the site i.e Plant before offering his unit rates for better understanding the requirement.
4. The Bidder shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
5. Late tenders and conditional tenders are liable for rejection. BEML reserves the right to cancel the tender at any point of time with/without assigning any reason whatsoever.
6. Quotations without the EMD or insufficient EMD will be rejected out rightly and such bidders will not be allowed to participate in the tender opening.
7. The agency shall provide all personnel within the age of 45 Years. The agency is required to provide all safety appliances to their deployed manpower without fail and shall be solely responsible for safety of their personnel and will indemnify BEML for any lapses/loses arising out of the same. Appropriate penalty ,as may be decided by BEML Limited, will be levied for non-performance of personnel engaged by the agency& on the basis of complaints, the amount so levied as penalty will be deducted out of agency's corresponding monthly bill.
- 8 **PERIOD OF CONTRACT:**

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

- 9 Contractor shall employ Contract Labourers only who are covered under ESI. Contract Labourers without ESI registration will not be allowed to enter the premises of the factory and to carryout any work.
- 10 The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc,.
- 11 The extension of ESI & PF benefits to the contract labour of the contractor will be available only during the contract period. After the contract period is completed contract laborers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.
- 12 The contractor shall maintain all registers, returns and records required for the payment made towards ESI/PF & EPS,GST, payment of wages , Minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called for by the company or by the Inspecting Authorities.
- 13 The Tenderer shall read and understand the Scope of work, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.
- 14 **SECURITY DEPOSIT:** The Successful bidder have to execute a Bank Guarantee towards Security deposit (adjusting the EMD amount) equal to 10% of the estimated contract value, which should be valid up to 6 months beyond completion of contract Period.

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

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

II. General Terms & Conditions:

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

(i) ARBITRATION :

For PSUs : In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

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

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with

third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

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

(v) BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) **JURISDICTION**

Courts at **Nagpur** alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser

also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**Thanking you,
for BEML Limited**

Signature of the Tenderer with Seal

**Regional Manager
Nagpur**

Contract For Supply of 05 Nos. Highly Skilled (Diploma Holder) & 09 Nos. Skilled (ITI Holder) Labour BEML, Regional Office, Nagpur & District Office, Chandrapur

SPECIFIC TERMS & CONDITIONS

1. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of woman at Workplace (Prevention, prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
2. Contractor shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/Inspecting Authorities, which includes :
 - a) Register of workmen employed by Contractor in Form XIII.
 - b) Employment Card in Form XIV.
 - c) Muster Roll in Form XVI.
 - d) Register of Wages in Form XVII.
 - e) Wage Slips in Form XIX
 - f) Register of Deductions for Damage of Loss IN Form XX.
 - g) Register of Fines in Form XXI.
 - h) Register of Advances in Form XXII.
 - i) Register of Overtime in Form XXIII.
 - j) Any other relevant registers under various legislations including Form 22 (Muster roll) under Payment of Wages Act, Form 7 (Register of Contributions) under ESI Act, etc.
3. Contractor has obtained/shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.
4. Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments, BEML, as principal employer, shall have the right to make the payment on behalf of the contractor and deduct such amounts alongwith cost from any and all amounts payable to the contractor by BEML or from any other source.

Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.

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

5. The Contractor shall pay Bonus, Gratuity, etc to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act, 1965, including Sections 10 & 11, Payment of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The contractor shall submit the document in proof of having paid the Bonus/Gratuity to the labourers.
6. The contractor shall not deploy labour on overtime. If deployed on overtime, then the Contractor shall pay overtime wages and other benefits in accordance with the Law at his own cost.
7. The Contractor shall comply with all statutory provisions relating to Leave, Holidays, etc.
8. Contractor shall produce copies of all returns/challans, etc. submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.
9. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.
10. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
11. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph.
12. The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.

13. The contractor shall maintain register for recording daily attendance of the labour deployed by the contractor. The Register shall be maintained as per the requirement of BEML containing such details as may be desired by BEML.
14. The Contractor shall pay the wages to the Labourers engaged by him in the presence of the authorized officer of BEML by duly recording in the Register provided for the same with counter signature of authorized officer of BEML. In case the payment is being made by crediting their individual Bank accounts, the Contractor shall submit to BEML the proof for having paid the wages. In all such cases, the Contractor shall issue due pay slips to every labourer engaged by him under the Agreement and copies of the same will be submitted to BEML. No deductions other than statutory shall be permitted.
15. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act as the case may be. No responsibility shall rest with BEML in this regard.
16. Contractor shall ensure that there are no thefts or loss of Company property/properties by the laboureres 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 makegood 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.
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**Regional Manager, Nagpur
BEML Limited**

Signature of the Tenderer with Seal