BEML Limited

(Govt. of India undertaking, Mini Ratna Company – Ministry of Defence),
Regional Office,

206 / D1 Rhagirathi Ramashwaram Colony

206 / D1, Bhagirathi, Rameshwaram Colony, Bariatu Road, Ranchi Jharkhand – 834 009 Phone: 0651-2540791, 2540710

Fax: 0651-2540624

Tender Notice

Bid Invitation No. 6300032771

Tender Closing Date & Time: 25/06/2020 at 14.30 hrs

Date: 29/05/2020

SUB: To engage a Service Provider for Supply of different category of Security Personnel at various locations of BEML Limited, Regional Office, Ranchi.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. BEML LIMITED, Regional office, 206 / D1, Bhagirathi, Rameshwaram Colony, Bariatu Road, Ranchi – 834009 intends to tender for Service Contract for supplying different category of Security Personnel at various locations of BEML Limited, Regional Office, Ranchi i.e. at Regional office, Store at Kokar industrial area, Meghataburu, Store at kantatoli, BEML colony and Tatisilwai Land.

Bid Invitation attached please may be referred.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.

Note: - The tender consists of 28 no. of pages including this page.

For BEML LIMITED,

REGIONAL MANGER

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Enclosure to the Bid Invitation

TERMS & CONDITIONS

1. This tender is designated as the tender to engage a service provider for Supply of different category of Security Personnel at various locations of BEML Limited, Regional Office, Ranchi for a initially period for 02 year and to be extended for further one year on satisfactory performance & mutual consent, as indicated hereunder:

SI. No.	Personnel Description	Nos.
1	SECURITY SUPERVISOR	01
2	SECURITY ARM GUARD	04
3	SECURITY GUARD	18
<u>Deployment Location</u> : Regional Office, Kokar store, Kantatoli Store, Meghahataburu Project, BEML Colony at Kanke Road and BEML land at Tatisilwai. The location & strength may change depending upon requirement.		

- 2. The deployment of said specified Security Personnel may vary from time to time depending upon the exigency of work, however, additional requirement; if any at short notice, even for a short period, should also be provided by the Agency at the same rates, terms & condition of this tender.
- 3. Bidder(s) willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name and password for submitting the bids. The Bidders have to submit their quotation ON LINE THRU' SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM
- **4.** Any queries / clarification / information / details regarding tender enquiry to be communicated only through email id :- amr@rm.beml.co.in / ranchi@rm.beml.co.in.
- **5.** Any queries related to submission of quotation may please be communicated through **e-mail:**admin.srm@beml.co.in
 or The Bidder may contact BEML SRM Team. Phone No. 080 22963269 or 080 22963141.
- 6. <u>DIGITAL SIGNATURE</u>: To participate in this e-tender, the Bidder should have a **Valid Class** 3 (ORGATIONAL) Digital Signature with signing & Encryption Certificates issued by Authorized Certifying Authority to submit for bid in our SRM e-procurement system.
- 7. The tender consists of :
 - a) Part I -Technical Bid} through e-mode on BEML SRM System
 - b) Part II Price Bid } through e-mode on BEML SRM System

The Price Bid Format for reference is attached in Tender Document. The Offer quoted should be valid for a period of **120 days** from the last date (offer submission) of submission of tender.

8. Technical Bid and Price Bid (Part I and Part II) are to be submitted through electronic mode only in the BEML SRM system.

8.1. Part I - Technical Bid:

a) It consists of Demand draft / Banker's Cheque or bank remittance challan/ transaction slip for online mode payment towards Earnest Money Deposit (EMD). It also consists of Integrity Pact duly signed and sealed, as detailed in Annexure-A.

- b) EMD amount of Rs.159000/- to be remitted online or on Bank Counter in favor of BEML Limited in it's STATE BANK OF INDIA Account [A/c No. 11048999662 /IFSC 'SBIN0012623' / MICR '834002032']. Or thru' Demand Draft / Banker's Cheque in favour of BEML LIMITED, payable at Ranchi, issued from Commercial Bank. The original Demand Draft /Banker's Cheque towards Earnest Money Deposit (EMD), to be submitted in a sealed envelope in the Tender drop Box provided at Regional Office, Ranchi before closing date and before the time of the bid submission. Scan copy of the Demand Draft /Banker's Cheque is require to be uploaded in BEML SRM system while uploading the technical bid. In case of online remittance, the transaction slip printout to be uploaded in BEML SRM system while uploading the technical bid.
- c) The Integrity Pact (I.P.) duly signed and sealed, as detailed in Annexure-A, to be uploaded a in BEML SRM sytem while uploading the technical bid. Two witnesses are also required to sign clearly indicating their name and address at the specified place in the Integrity Pact. The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-A**.
- d) Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The Integrity Pact envisages an agreement between the prospective vendor / Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 8.2 The envelope containing above said EMD shall be duly superscribed at the top of the envelope with the "BEML/Security/BID No. 6300032771, dated 29/05/2020, Closing date 25/06/2020 and Time 14:30 Hrs. The name and address of the Bidder shall be written on the left hand bottom corner of the envelopes.
- 8.3. The envelope containing above said EMD has to reach the address as mentioned below on or before the closing date & time of the tender:-

The Regional Manager,
BEML LTD, 206/D1 "Bhagirathi",
Rameshwaram Colony (Behind NCC/Army Campus),
Bariatu Road, Ranchi – 834009,
(Jharkhand) India

- 8.4. <u>INTEGRITY PACT</u>: Refer Annexure A of Tender.
- **9.** The interested Bidders will have to refer the scope of work & Tender document before quoting their Lowest Services Charges to supply the said specified Personnel thru' e-tender.
- **10.** The Service charge includes Indirect labour expenses, viz., accessories required for security personnel like one pair shoe per year, one pair sock per year, two sets of uniform per year, cap, belt, whistle, Name plate, Lathi, Torch with Battery (Cell), Rain coat, Jersy and Identity Card etc. & Obtaining Employees Workmen Compensation policy or CAR POLICY. All items should be new.

11. Please refer to the Tender Documents uploaded as attachments in the Collaboration Folder which can be accessed by clicking on the "Technical RFx" tab.

12. Last date of submission of Tender: Upto 2.30 PM on or before 25/06/2020

The closing date of Tender submission will be extended in case of no. of Bids received less than three by 12.30 PM of the last date of bid submission date; same will be initially extended by two days including Sunday/ Public Holiday for first extension and thereafter for five days for second extension including Sunday/ Public Holiday, maximum one time after first extension will be applicable. In case, closing date of tender falls on Sunday/ public holiday, next working day will be considered to open the tender. In case, three Bids are not received after granting the above extensions, the tender shall be opened without any further extension.

- **13.** BEML Limited may ask for shortfall documents, if required, during the evaluation of the technical bids. Request for shortfall documents and the response shall be through E-mail amr@rm.beml.co.in, ranchi@rm.beml.co.in and no change in the prices of the bid shall be sought, offered or permitted. Only one time clarification on shortfall documents may be asked.
- **14.** Bidders are requested to submit the commercial details in the Item Data only. The Specimen Format for reference is attached vide Annexure D.
- **15.** Attachments : Collaboration folder.

16. GENERAL DETAILS OF TENDER

1	Tender Description	To engage a Service Provider for Supply of different category of Security Personnel at various locations of BEML Limited, Regional Office, Ranchi	
2	Bid Invitation / Tender No.	6300032771	
3	Tender documents	To be down loaded from BEML website www.bemlindia.in	
4	Eligibility Criteria	Please refer Qualification Criteria	
5	Closing Date	25.06.2020 at 14.30 Hours	
6	Opening of Tender	 Technical bid will be opened on the same day 15.30 hrs at BEML Limited, Ranchi Regional Office Premise. Commercial bids of technically qualified Bidders as per qualifying criteria will only be opened and the date of opening of the same will be decided after evaluation of Technical Bid. 	
7	Contract Duration	02 (Two) years from the date of commencement of work awarded, extendable further period of one year on mutual consent.	
8	Contact no. for any queries on tender	For the information / Clarification of the Bidder before quoting RO Phone No. 0651- 2540791, 2540710 / amr@rm.beml.co.in/ ranchi@rm.beml.co.in	
9	EMD	Rs.159000/- (Rs. One Lacs Fifty Nine Thousand) only. [Payment mode as per Part-I of this NIT]	

17. SCOPE OF WORK

1. BEML Limited, Regional Office, Ranchi, would like to engage the Agency / Firms to supply 23 Security personnel in different categories as mentioned above for a initially period for 02 year and to be extended for further one year on satisfactory performance & mutual consent. The number may vary while awarding contract / from time to time depending upon the exigency of work. Service Provider need to deploy Security personnel in all the days including holidays/Sundays, on 8 hours duty only per shift basis as per the tabular format indicated below. Based on the number of man days supplied in a month Service charges shall be given to the Service Provider / Agency.

SI. No.	Personnel Description	Shift
1	SECURITY SUPERVISOR	Genral Shift – 9.00am to 5.00 am
2	SECURITY GUARD	Three shifts in a day (24hrs) 1 st shift: 6.00 am to 2.00 pm 2 nd shift: 2.00 pm to 10.00 pm 3 rd shift: 10.00 pm to 6.00 am
3	SECURITY ARM GUARD	Night shift: 10.00 pm to 6.00 am

- 2. The above Security Personnel are to be deployed for compete surveillance & security of establishment(s) under the instructions of Authority concerned. The Security Supervisor will be responsible to guide & instruct the Security without Arm & Security with Arm (Gunman) deployed at respective posts and ensure necessary compliance of the instructions/scope of work explained and from time to time by the Authority concern of M/s BEML Limited
- 3. The basic duty of the Security on job will have :-

To regulate the point of entry and exit round the clock to prevent entry of unauthorized persons/vehicles and unauthorized removal of any property from the premises of the establishment, to man static points and patrolling beats, covering all and vulnerable areas, to escort cash from one place to another, as and when desired by the office, to provide personal security to the Personnel of the office, to assist the office in prevention of loss by fire and to co-ordinate with the Police Authorities as and when necessary with the prior consent of the Office/Authority, monitoring movement of vehicles, men & material, patrolling, maintaining law & order, ensuring no movement of domestic animals in Premise/Township/Colony areas, ensuring safety of premise & its furniture, fittings and other moveable and immoveable assets, protection of landed property and providing safety to the residence of township etc.

SI. No	Category of Personnel	Number of Security Personnel required per day
1	Security Supervisor	01
2	Security Guard with Arm (Gunman)	04
3	Security Guard without Arm	18
	TOTAL	23

18. **QUALIFICATION CRITERIA:**

		Requirement			
SI No	Description	Detail	Value Rs Lakhs	Remarks	
1	Average Minimum Annual financial Turn over in the last 3 years i.e. 2016-17, 2017-18, 2018-19 - Certificate of the Firm	certified by practicing CA	47.43	(To be uploaded in Technical Bid)	
2	Experience in executing similar type of works /	3 Similar works each of Minimum value	63.24	Select any one applicable	
	Deployment of security personnel, completed during last 7 years w.e.f.	2 Similar works each of Minimum value	79.05	and similar work completion certificates for having done to be uploaded	
	tender floating date, value greater than or equal to	1 Similar work of Minimum value	126.48	in Technical Bid.	
S	Solvency Certificate for value Rs. In Lakhs To be issued by any scheduled / Nationalised Banks in india & should not be issued before Tender floating date by BEML		39.53	To be uploaded in Technical Bid	
4	Earnest Money Deposit (EMD) Returnable	To be remitted in favour of BEML to it's STATE BANK of INDIA A/c No.11048999662 (IFSC 'SBIN0012623' MICR '834002032') either on line or at Bank Cash Counter or Demand Draft/Bankers Cheque, issued from commercial bank, as per Tender terms.	1.59	Transaction details of remittance made to be uploaded in Technical Bid	
5	PF and ESI Registration Certificate	JHARKHAND State Code/Sub Code and clearly stating the Allotted Number	-	To be uploaded in Technical Bid	
6	PAN No. and GST No	Registration certificate	-	To be uploaded in Technical Bid	
7	Latest 3-Financial Years i.e. 2016-17, 2017-18, 2018-19 IT returns Filing & Balance Sheet and profit & loss clearly stating Turnover	(Profit & Loss Account & Balance Sheet duly Audited by CA for F.Y 2016-17, 2017-18, 2018-19)	-	To be uploaded in Technical Bio	
8	Registration under Shops & Estt. Act 1953 (Jharkhand State)	Certificate issued by the Authority of Labour Office.	-	To be uploaded in Technical Bio	
9	Labour Licence (if obtained for similar works, as per rule)	Certificate issued by the Authority.	-	To be uploaded in Technical Bio	
10	Tender closing date/time for Receipt of Tech / Commercial BIDS	As per Tender terms.	-	e-tender. Class-III Digital Signature (ORGATIONAL) is required for submission of BID.	

11	INTEGRITY PACT	Duly signed with Seal	-	To be uploaded in Technical Bid (Refer Annexure-A)
12	NIT Document duly signed with Seal (Uploaded /Attached)	Duly signed with Seal	-	To be uploaded in Technical Bid
13	In case of Proprietor / Partnership, AAdhar (UID) Copy to be uploaded	Duly signed with Seal	-	To be uploaded in Technical Bid
14	Undertaking as per Annexure – B	Duly signed with Seal	-	To be uploaded in Technical Bid
15	Bank Account Details – Bank Name, Account No., IFS Code, MICR Code	Details Uploaded/ Attached with a copy of cancelled Cheque	-	To be uploaded in Technical Bid
16	QUESTIONNAIRE (Uploaded /Attached)	Duly signed with Seal	-	To be uploaded in Technical Bid

The incomplete Technical bid summarized to be rejected. Agency / Service Provider should upload the above documents which must be clear & legible.

PART - II

19. COMMERCIAL BID:

The Service charges for the above category of Security Personnel to be deployed at various locations of Regional Office, Ranchi to be quoted clearly, which includes the one pair shoe per year, one pair sock per year, two sets of uniform per year, cap, belt, whistle, Name plate, Lathi, Torch with Battery (Cell), Rain coat, Jersy and Identity Card etc as required for the specified job as stated in the scope of work. All items should be new. (**Refer Annexure-D**)

20. GENERAL CONDITIONS & STATUTORY COMPLIANCES:

- 20.1 The Interested Bidder have to submit offer & all relevant details thru' e-mode in SRM System
- 20.2 The tenderers shall initial all corrections before scanning, sign on all pages of the tender documents before uploading in SRM System.
- 20.3 The successful tenderer on award of contract shall **execute an agreement in a bond paper of worth Rs. 200/- (Rupees Two Hundred only)** as per the format given by BEML Limited. The successful tenderer is required to be signed the work order prepared based on the guote/accepted rates placed on him by the accepting officer.
- 20.4 The successful tenderer has to supply the man power from the date of issue of Acceptance letter or on the date reasonable fixed by BEML.
- 20.5 The employees ESI contribution at the rate (as decided by the Appropriate Govt./Authority) which is presently @0.75% shall be recovered from the wages of each labour.
- 20.6 The employer's ESI contribution at the rate (as decided by the Appropriate Govt./Authority) which is presently @ 3.25% shall be borne by BEML Limited.

20.7 The employee's contribution of provident fund shall be at the rate of 12% of the wages and the same shall be recovered from the wages of each labour.

- 20.8 The employer's contribution of provident fund at the rate of 12% of wages shall be borne by BEML Limited. Out of employer's share of 12%, 8.33% shall be diverted towards Family Pension account and the remaining 3.67% to be added to employees contribution of Provident fund.
- 20.9 The contractor should employ only ESI registered workmen at any time of work inside the officer premises, Project office, BEML Colony and BEML land etc. Workmen without the ESI number will not be allowed inside all the premises/ land / Colony of BEML for any work against this contract.
- 20.10 Miscellaneous payments / contribution such as provident fund administrative charges EDLI contributions and EDLI Administrative charges shall be paid as applicable by the BEML Limited.
- 20.11 The extension of ESI and PF benefits to the employees of the contractors will be available only during the contract period. After the contract is completed, contractor's employees may, in accordance with PF rules, withdraw PF amount or get the amount transferred to their PF account with the new employers. Challans of previous month shall be enclosed in the ensuing month bills with certification of BEML HR / Accounts Department.
- 20.12 All the statutory remittances of PF contribution recovered from the contractor's labourers along with employer's matching contribution, EDLI charges, EDLI administration charges and PF inspection charges, should be made directly to Regional Provident Fund Commissioner, Ranchi as per procedure laid down. After remittance, the contractors have to forward a copy of the recovery statement along with relevant remittance challans to Regional Provident Fund Commissioner (RPFC) for his records. The contractors will assist RPFC in settlement of the claims of the employees whenever such claims arise, either due to termination, discontinuance or death of his labours.
- 20.13 The contractor should maintain all registers and records required for payment of minimum wages, ESI / PF payment etc., as per statutory requirement and produce them for verification as and when called for by the company/inspecting authority.
- 20.14 The copies of challan for having remitted ESI and PF contributions shall be enclosed to the bills and the same should be co-ordinate by HR & Accounts Department of BEML.
- 20.15 PF: The relevant challan towards provident fund and family pension scheme (both employees and employer's contribution plus EDLI charges of 1% of the total wages paid) should accompany the monthly bills along with the statement showing the recoveries etc., and Bank remittance to respective Employee in immediate previous month to be submitted to Finance Department of BEML limited by the Agency/Service Provider.
- 20.16 The tenderer should have their own valid PF/ ESI Code number (**Jharkhand State**), income tax PAN number, GST Registration Number OR on award of contract to the successful Bidder (Firm) shall apply for PF / ESI Codes to the respective authorities, however documents pertaining to PF and ESI code number of each person of the contractor to be deployed at BEML premises/ land / colony, to be submitted to finance department of BEML, before deployment of personnel. The Service Provider should submit a copy of PF, ESI and GST Registration Documents to M/s BEML Limited before issue of the work order.
- 20.17 The Contractor shall duly observe the provisions of the contact labour (Regulation and Abolition) Act 1970 and the rules there under and also the provisions of all Labour laws,

including Minimum Wages Act / Rules, Industrial Disputes Act, Factories Act, Employee's State Insurance Act, Employees Provident Fund Act, Gratuity Act, Employee's compensation Act as may be applicable to him and his employees and keep the Company (BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.

20.18 BEML Limited reserves the right to place order as a whole or part as deemed fit and management reserves the right to divide the work in case of L1 is not in the position to execute the work in full for two to three contractors with L1 rate.

20.19 Goods & Service Tax as applicable:

- I. The quoted price for service charges per Person per day should be exclusive of taxes (GST).
- II. The tenderer should invariably mention as "GST as applicable"
- III. Further the Service Provider/contractor has to deposit GST as per rule.
- 20.20 The Rules and procedure with regard to Present GST as applicable and other legislations as enforced from time to time by the appropriate Government/ Authority will be binding upon the Service Provider and any deviation will lead to termination of contract.
- 20.21 BEML Limited reserves to itself the rights to accept or reject any tender either in full or in part or to reject all the tenders and it shall not be necessary for the Company to assign any reason for its decision in this behalf.
- 20.22 The contract shall remain in force <u>initially for 02 year and extendable for futher 01</u> <u>years</u> from the date of commencement of the contract on the same terms and conditions and at the same rate with mutual consent of the Contractor and BEML.
- 20.23 Notwithstanding anything contained herein, the contract may be terminated by the BEML Limited at any time by giving one month's notice in writing OR without notice for breach of contract on the part of the Contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. BEML Limited shall also reserve the option to award parallel contract for the above works, if required.
- 20.24 The payment to the contractor shall be released on submission of bills by the contractor with relevant documents as stated in above paragraphs and all the efforts shall be taken to clear the bills at the earliest subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the monthly wages / salary to his labourers within the prescribed time limit for disbursing the wages in accordance with the contract labor (Regulation and Abolition) Act 1970 and Central Rules made there under / Central Minimum Wages Rules, without correlating to his monthly bills.

20.25 **Wages, PF & ESI:**

I. The Applicable Minimum wages including revision of Minimum wages to be notified by Central Government from time to time, during the contract period and payment of National & Festival Holidays & Bonus will be borne by BEML. The prevailing rate of Minimum Wages for the security personnel adopted as per Government notification at BEML are as under:

SI.	Category of Personnel	Minimum Wages per	Remarks
No		day as of 01.10.2019	
1	Security Supervisor (Highly SkilledCategory)	Rs.733	Rate presently applicable to Arm Guard
2	Security Guard with Arm (Gunman) (HighlySkilled Category)	Rs.733	Rate presently applicable to Highly Skilled Category
3	Security Guard without Arm (Skilled Category)	Rs.666	Rate presently applicable to Skilled Category

- II. Overtime wages: No security personnel shall be allowed to deploy on overtime work on whatsoever circumstances. The Service Provider/Agency should deploy security personnel only for 8 hours per day. Due to unavoidable circumstances if any security personnel deployed on overtime work/on holiday duty/on weekly day of rest, the contractor/agency shall pay the overtime wages as per the provisions of Shops & Establishments Act and rules made there-under / any other applicable Rules and BEML shall not reimburse the above said payment.
- III. Contractor will release the net amount payable to labours less statutory recoveries towards PF (12%) and ESI (0.75 %) contributions, through RTGS / NEFT to respective person's bank account.
- IV. The contractor shall disburse the wages to their labors through Bank only; in case of any uneven situation when Bank Payment is delayed/denied, the contractor shall disburse the wages directly to their labours in presence of BEML HR/Accounts Authority.
- V. The disbursement of wages to labours shall be overseen by our HR/Accounts Deptt. authorized Representative/staff.
- VI. After disbursement of wages the contractor shall submit the Acquaintance Rolls to BEML Accounts Department.
- VII. On verification of acquaintance rolls, payment for services charges, deducting **TDS** applicable on gross amount payable to contractor as per prevailing rates, will be released through RTGS / NEFT by Accounts Department.
- 20.26 All claims arising by or at the instances of the labours 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 (BEML) shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's (BEML) liability will be limited only to the statutory requirement.
- 20.27 The security personnel employed for executing the work in this contract shall be healthy and able bodied person fulfilling the security personnel requirements, capable of doing the work for which their services are indented. Ex-serviceman will be preferable while deployment of at various location of Regional office, Ranchi. They shall be over 18 years of age, sufficient knowledge to read and write in English and hindi while performing security job, 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.
- 20.28 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 labours and the incidental cost thereon, and in addition, the company shall also be entitled to forfeit to itself the security deposit or any part thereof remaining to the credit of the contractors and at it option also be entailed to terminate the contract.

- 20.29 The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML Limited. 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.
- 20.30 The contractor shall provide manpower as required on all working days / Sundays / holidays for carrying out the various operations / services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the BEML Limited depending on the quantum of work. The entry badges will be issued by the contractor only to the number of labours specified.
- 20.31 The contractor shall arrange for his staff to work in the three shifts, the timings for which has been indicated above.
- 22.32 The contractor shall make his own arrangement for Transportation of his security Personnel TO & FROM place of deployment (Various locations of Regional Office, Ranchi).
- 20.33 All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Company (BEML Limted), 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 Ranchi shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
- 20.34 Late Bid/Offer and conditional Bid/Offer are liable for rejection.
- 20.35 In case the tenderer after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.
- 20.36 Quotations, other than those called for, in the enclosed tender forms, are liable for rejection.
- 20.37 The tenderer or their representative shall visit the Office / Premise to know the scope of work/ locations/ nature of work etc., before submitting the tender so as to avoid any ambiguity after accepting the Purchase Order / Work Order during execution of the contract. The Bidder may contact on 0651-2540791, 2540710, the Authority (HR) to confirm the appointment in advance on phone.

20.38 **SERVICE CHARGE**:

Tenderer shall quote their minimum service charges. The quotations shall be valid for minimum period of 120 (One hundred twenty) days from last date of submission tender.

The quoted price should be exclusive of GST and to be firm during whole contract period. The tenderer should quote the rate carefully and in no case it will be revised in between during pendency of Contract period i.e. the quoted rate will remain unchanged during entire period of contact including extension period, if any.

20.39 SERVICE CHARGES INCLUDES:

- 20.40 Indirect labour expenses, viz., accessories required for security personnel like one pair shoe per year, one pair sock per year, two sets of uniform per year, cap, belt, whistle, Name plate, Lathi, Torch with Battery (Cell), Rain coat, Jersy and Identity Card etc.
- 20.41 Obtaining Employees Workmen Compensation policy or (Contractors all risk coverage Policy (CAR POLICY) as applicable.
- 20.42 <u>LOWEST OFFER (L-1 POSITION)</u> of the quoted rate shall be determined based on the sum of service charges per day for supplying 23 security personnel in different category as mentioned in the scope of work. (quoting for all categories is mandatory)
- 20.43 LABOUR LICENCE: The party / Tenderer should submit the copy of labour License, if already obtained for similar type of works. However, after awarding the contract work the party has to submit fresh license obtained for the awarded work, under Contract Labour (R & A) Act 1970 and Central Rules made there under, if required. And in such case, the contractor should submit request letter to HRD of Regional Office, Ranchi for issuing FORM-V for obtaining License from Assistant Labour Commissioner (Central), Ranchi.
- 20.44 **REFUND / ADJUSTMENT of EMD :** On finalization of the tender, Earnest Money deposit will be refunded to unsuccessful tenderers through RTGS / NEFT only. **EMD of successful Bidder may be retained and adjusted against security deposit**.
- 20.45 **FINANCIAL POSITION:** Average annual financial turnover during the last 3 financial years should be as indicated in the requirement chart [Eligibility criteria]. The balance sheet and profit and loss account certified by practicing Charted Accountant has to be submitted as proof.
- 20.46 **PERFORMANCE BANK GUARANTEE:** The successful Tenderer should agree to execute Security Deposit in the form of Demand Draft drawn in favour of **BEML LIMITED**, **Ranchi** or in the form of Bank Guarantee @ 10% of total contract bill value (*Including GST*) within 30 Days from the issue of the Work Order. Bank Guarantee to be issued from Scheduled commercial bank in India only. (Referred in Annexure-C) The Security Deposit or bank guarantee should be valid up to 6 months after completion of contract Period. If the contract is getting extended, same PBG will be extended for the extended period plus 6 months i.e. extended period and 6 months after completion of extended period.
- 20.47 **SOLVENCY CERTIFICATE:** The party / tenderer shall furnish along with their tender, Solvency Certificate for the value indicated in the Qualifying Criteria from an Scheduled / Nationalised bank in India. The Solvency certificate should be issued/obtained after the date of publication of this Tender.
- 20.48 **EXPERIENCE**: The party /Tenderer should have experience of having successfully completed similar works as described above during last 7 years from tender floating date as indicated above.
- 20.49 The company is not liable for any loss or damage of tools and materials brought by the contractor. Also contractor will have to take back his tools materials brought by him within the time as specified by BEML Limited.

20.50 **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.

- 20.51 **ARBITRATION / DISPUTES**: Disputes, if any, that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited and the proceedings shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Ranchi".
- 20.52 **FORE-CLOSURE OF CONTRACT:** If at any time after acceptance of the tender/contract BEML decide to abandon or reduce the scope of work for any reason whatsoever, the Incharge of Regional Office, Ranchi shall give notice in writing to that effect to the Contractor. The compensation if any payable for such foreclosure of work will be discussed mutually between BEML and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The Contractors shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works.
- 20.53 The successful tenderer / party / contractor shall produce the copies of Police Verification Report of Character & Antecedents of the Personnel to be engaged in BEML within 1 month from date of awarding of contract to carry out the contract works awarded to him.
- 20.54 This forms the part of the tender document.

ACKNOWLEDGEMENT

The terms & conditions mentioned in the tender are acceptable to me / us and the relevant documents as desired are enclosed herewith.

	(Rubber Stamp / Seal)
Place :	Agency Director/Partner/Authorised Signatory
Date :	

21. QUESTIONNAIRE

(To be filled in by the Tenderer and submitted along with the Technical Bid)

01.	Name in full under which the tenderer is proposing to execute the contract with Address :	,
01. (A)	Specify, whether the Firm or Agency is Propreitory or Partnership	
02.	Address of official premises at Ranchi, if any.(mandatory)	
03.	Address of official premises at other places (Not mandatory)	
04.	Telephone No. / Mobile No./ Fax No./ E-mail ID	
05.	Labour License No. under Contract Labor (R&A) Act -1970 if any obtained for similar works.	
06.	Details o IT returns for F.Y2016-17, 2017-18, 2018-19 and Solvency Certificates [Copy to be uploaded].	
07.	ESI Registration/ code No. of the contractor / party	
08.	PF Registration / code No. of the contractor / party	
09.	GST Registration No. of the contractor / party	
10.	Nature of security contracts and period dealt	
11.	(Add additional sheet if required) Details of works carried out for the recent past seven years w.e.f. tender floating date.	
12.	Strength of security personnel of the contractor / Party. (In numbers)	

13.	Details of companies/ undertakings where the similar type of contracts works are / were carried out by the contractor / Party. (Also mention the period of association / contract with them) Does the Agency have ISO	
15.	registration? If so, furnish the details. (Not mandatory) Income tax PAN No. (Copy to be	
	uploaded)	
16.	EMD remitted [Please Tick] Proof of remittance to be uploaded	YES / NO (Uploaded)
17.	Whether Technical Bid & Commercial Bid uploaded.[Please Tick]	YES / NO
18.	Whether the copies of satisfactory performance certificate(s) is / are uploaded as per NIT requirement?	YES / NO
19.	Whether copies of work order pertaining to providing of security personnel: no. of similar contract as specified above, meeting Qualification criteria in the completed during last 7 years is uploaded? [As per our NIT requirement]	
20.	Whether tenderer has uploaded along with tender a certified true copy of Power of Attorney in favour of signatory of the tender documents? (mandatory)	YES / NO
21.	Whether the contractor / tenderer possess GST Number? [Tick] If Yes, specify the number.	YES / NO
23.	Whether Net Service Charges quoted is including the one pair shoe per year, one pair sock per year, two sets of uniform per year, cap, belt, whistle, Name plate, Lathi, Torch with Battery (Cell), Rain coat, Jersy and Identity Card, , Insurance charges (Car policy) etc as stated in Tender.	YES / NO

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

Date:

Place: Agency Director/Partner/Authorised Signatory

(Rubber Stamp / Seal)

Annexure -A

To be executed on plain paper and applicable for all tenders of value ≥ Rs 1 Crores

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as "The Principal"

and
.....hereinafter referred to as "The Bidder/Contractor"

<u>Preamble</u>

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

<u>Section 2</u> – Commitment of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- **a.** The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- **b.** The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- **d.** The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Enclosure.**
- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contactor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

<u>Section 3</u> – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

<u>Section 6</u> – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 - Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible **Independent External Monitor** for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to

treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
Signature	Signature
Name	Name
(Office Seal)	(Office Seal)
Place Date	Place Date
Witness 1:	Witness 1 :
Signature	Signature
Name & Address	Name & Address
Witness 2:	Witness 2:
Signature	Signature
Name & Address	Name & Address

Enclosure to Integrity Pact (Annexure A)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.com.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.
- 2.2 Tenderers of <u>Indian Nationality</u> shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

----XXX-----

Annexure-B

(To be printed by Bidder on Company's letter Head)

To,
The Regional Manager
Regional Office
BEML Limited.,
206/D1, Bhagirathi
Rameshwaram colony, Bariatu Road
Ranchi - 834009

Sub:- Undertaking with respect to Bid Invitation No. 6300032771

Dear Sir,

1)

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We agree to remit for **Rs._____ Lakhs (10% of the total contract value)** as Performance Bank Guarantee from any Schedule bank in India or execute Security Deposit in the form of Demand Draft drawn in favour of **BEML LIMITED**, **Ranchi** within maximum period of 30 days after award of the contract (i.e. from the date of Letter of Intent/ Acceptance by BEML) or our monthly Bill amount will be with held till submission of Performance bank gurantee or Security deposit.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions along with its ${\bf Corrigenda}$, ${\bf addenda}$, ${\bf Amendments}$, ${\bf Clarifications}$ etc if any to ${\bf Tender}$ and accept the same in to-to.

For having agreed for all the terms and conditions of tender, Bidder is providing undertaking duly signed with seal.

Place:	
Date :	(Signature of the Bidder) Full name with seal
Witness: (Name with signature)	

CHECK LIST

Index - Documents to be uploaded (attached) by the Bidder

	Index - Documents to be uploade	_	
SI.No.	Document Description	Index – Annexure (to be numbered by	Page No. (to be marked by the
GI.NO.	Document Description	the Bidder)	Bidder)
1.	QUESTIONNAIRE (Uploaded /Attached) Annexure - 1		
2.	NIT Document (Each page) duly signed with Sealed	Annexure - 2	
3	(Uploaded /Attached) EMD fee Remittance	Annexure – 3	
3	(Upload Proof of remittance)	Allilexule – 3	
	Bank Account Details – Bank Name, Account No.,		
4	IFSC Code, MICR Code (Details Uploaded/	Annexure- 4/	
	Attached with a copy of cancelled Cheque)	4A/4B	
5	Details of Solvency Certificate (refer Tender Doc.)	Annexure - 5	
	(Scanned copy uploaded)		
6	Income Tax Pan No. details	Annexure- 6	
	(Details Uploaded/Attached)		
7	Balance Sheet and profit & Loss for last 3 years.	Annexure- 7,	
	(refer Tender Doc.) (Scanned copies uploaded)	7A/7B/7C	
8	IT Return for last 3 years. (refer Tender Doc.)	Annexure - 8	
	(Scanned copies uploaded)		
9	Firm's Registration Certificate (under Shops & Estt.	Annexure- 9	
	Act) issued by the Authority		
40	(Scanned copies uploaded)	10	
10	ESI Registration Certificate	Annexure - 10	
11	(Scanned copy uploaded)	Annayura 11	
11	PF Registration (with EPFO) Certificate	Annexure - 11	
12	(Scanned copy uploaded) Labour License No. & Certificate under Contract	Annexure - 12	
12	Labour (R&A) Act 1970, if any obtained for similar	Alliexule - 12	
	work. (Scanned copies uploaded)		
13	GST Registration	Annexure - 13	
	(Details uploaded/attached)		
14	Does the Agency have ISO registration, if so upload	Annexure - 14	
	the certificate issued by the Authority		
15	Strength of Personnel on roll, (List of Personnel	Annexure- 15/	
	indicating their name & allotted relevant PF & ESI	15A/15B	
	nos. to be Uploaded)		
16	Work experience & Work Order copies	Annexure- 16/	
	(Upload Experience certificate & Work Order	16A/ 16B/16C	
47	Copies) Refer NIT Document.	47	
17	INTEGRITY PACT duly signed with sealed (To be Uploaded)	Annexure - 17	
18.	Letter of undertaking (Annexure-B of NIT)	Annexure - 18	
	(Scan copy To be uploaded)		
19.	AAdhar (UID) doc. Scan copy to be uploaded in	Annexure - 19	
	Case of Proprietor/Partnership Firm		
	re documents before scanning & uploading must be mar		
All docu	iments uploaded in SRM system to be clearly visible and	t not blurred (not rea	adable).

ANNEXURE - C FORMAT OF PERFORMANCE BANK GUARANTEE FOR SERVICE CONTRACT

Note:

- 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
- 2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200. /-)
- 3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

Bank Guarantee No
Dated
Amount
Valid upto
Claim upto
The Regional Manager ()
BEML Limited
206/D1, "Bhagirathi",(Behind NCC campus)
Rameshwaram Colony, Bariatu Road,
Ranchi - 834009
M/s
breach by the said Service provider of any of the terms or conditions contained in the said agreement.
(Name of the BANK) having its office athas agreed
at the request of the contractor to give the guarantee hereinafter contained.
We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under

this Guarantee without any demur or protest merely on a demand from BEML in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by BEML by reasons of any breach by the said contractor(s) of any of the terms &

conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by BEML shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto

xx/xx/xxxx (date) or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs........ (Rupees... only). Any change or variation in the constitution of BEML shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BEML or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BEML certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before xx/xx/xxxx (date) or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with BEML that BEML shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by BEML against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BEML in writing.

This Guarantee is effective from xx/xx/xxxx (date) to xx/xx/xxxx (date) or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of BEML.

This Guarantee will remain valid for a period of 30 months from xx/xx/xxxx (date) to xx/xx/xxxx (date) or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before xx/xx/xxxx (date) or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs........ (Rupees... only) in aggregate and it shall remain in full force upto xx/xx/xxxx (date) unless extended. Any claim under this Guarantee must be received by us on or before xx/xx/xxxx (date) or the extended period and if no such claim is received by us within xx/xx/xxxx (date) or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

D	а	t	е	

Specimen Format - PRICE BID - PART-III

ANNEXURE - D

Sub: Supply of different category of Security Personnel at BEML Limited, Regional Office, Ranchi.

SI. No. (A)	Category of Staff (B)	No. of Staff Required Daily (C)	Service Charges Quoted by Contractor per day per Personnel [In Rupees) (Both in Figure and Words) (D)	Total Service Charges per day [In Rupees) (Both in Figure and Words) (E)
01	SECURITY SUPERVISOR	01	Rs	(Col. C × Col.D)
02.	SECURITY WITH ARM (GUNMAN)	04	Rs	(Col. C × Col.D)
03	SECURITY WITHOUT ARM	18	Rs	((Col. C × Col.D)
	TOTAL SERVICE CHARGE PER DAY			Sum of Col. E

Note: 1. Service charges includes the one pair shoe per year, one pair sock per year, two sets of uniform per year, cap, belt, whistle, Name plate, Lathi, Torch with Battery (Cell), Rain coat, Jersy and Identity Card, CAR POLICY etc. as required for the specified job as stated in the scope of work/ Tender Document.

2. Annexure-D is only for reference purpose, price to be quoted on SRM platform only.

Signature of Contractor with Seal

END OF TENDER DOCUMENT