



BEML LIMITED
(Formerly BHARAT EARTH MOVERS LIMITED)
(A Govt. of India Mini Ratna Company under Ministry of Defence)
REGIONAL OFFICE
POST BOX NO.:05, SINGRAULI COLLIERY,
DISTT : SINGRAULI - 486 889(M.P.)
Phone: 07805-272668, 272114, Fax No.07805-272282

Ref : BEML/MKS/Labour/2020/056

Dt : 01.06.2020

TENDER ENQUIRY (Bid invitation # 6300032817)

To:

Dear Sir,

Sub : **SERVICE CONTRACT FOR PROVIDING SEMISKILLED AND UNSKILLED LABOURERS FOR BEML LIMITED, REGIONAL OFFICE, SINGRAULI for Two years.**

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. **BEML, Regional office**, Post Box No.05, Singrauli Colliery, Distt:Singrauli-486 889(Madhya Pradesh), **intends to** tender for supply of SEMISKILLED AND UNSKILLED LABOURERS for **BEML, Regional office, Singrauli**, as mentioned below.

In this connection, BEML, Regional office, Singrauli, invites offers in two bid system (through **e-mode**) for supply of following category of personnel from the interested Service Provider for a period of 2 years :-

Sl. No.	Personnel Description	Location	Nos.
1	SEMI-SKILLED LABOUR	SINGRAULI	01
2	UNSKILLED LABOUR	SINGRAULI	16
Total			17

The number of contract Labours indicated above may change from time to time. Any additional requirement of the personnel at short notice, need to be provided by the agency at the contract rates finalized.

Please quote your lowest charges in BEML SRM system to provide contract Labourers as above as per the commercial format as provided below at SRM system (Item Data – Commercial bid) and your offer should be valid for 180 days from the date of closing this tender.

To know the scope of the work, it is suggested that the interested / eligible contractors to visit BEML Ltd., Regional Office, Post Box No.05, Singrauli Colliery, Distt:Singrauli(M.P.)-486 889 by taking prior appointment by calling telephone No 07805-272668, 272114, **Regional Manager** before closing date for submission of your offers.

The closing date for this tender is 22.06.2020.

The service providers have to submit their quotation in two parts. Viz. Part A- Technical Bid & Part B – Commercial Bid .

Earnest Money Deposit :- Bidders are required to submit an amount of Rs.61,560/- (Rupees Sixty one thousand five hundred sixty only) towards Earnest Money Deposit, in the form of digital transfer in favour of "**BEML Limited**" and scanned copy of the same shall be submitted along with Technical Bid.

BEML BANK ACCOUNT DETAILS :-

Account Number : 10773219053
Branch : SBI, Morwa
IFSC : SBIN0003767

Offers without EMD or EMD with lesser amount shall not be considered and tenders will be rejected summarily.

EMDs of unsuccessful agencies will be returned without any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit.

- 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 from Madhya Pradesh State, GST Registration No., 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 Digital transfer payment made towards EMD @ Rs.61,560/-
 - d) Any other general information relevant to above.

Please ensure that No price details (Agency Charges) are entered in technical documents uploaded in the Collaboration Folder.

- 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, Annual Bonus, GST, etc. shall be made good by BEML. The service provider/contractor should also comply with all Terms & Conditions listed at **Annex- C & D**.

SERVICE CHARGE :

Tenderer shall quote their minimum service charges. The quoted price should be exclusive of GST. The Service Charge (Agency commission) shall remain fixed throughout the contract period 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 labour per day which includes other costs, viz.,

- a. Indirect labour expenses for Labour, viz., Two sets of Uniform per year, one pair of Industrial Safety shoe per year with socks, Hand gloves(once in 3 months), Helmet, Photo Identity Badge, etc.
- b. Obtaining Employees Workmen Compensation Policy or CAR POLICY.

Sl. No.	Personnel Description	Reqd Personnel	Agency service charges / Head /Day in Rs.
1	SEMI-SKILLED LABOUR	01	Please quote in 'Item Data' in the SRM system.
2	UNSKILLED LABOUR	16	

1) NOTE:

The contract personnel shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER'S CONTRIBUTION TOWARDS PF/BONUS/LEAVE WITH WAGES(Un-availed Earned Leave), 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 by the Management and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be paid for such disbursements. All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per 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" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.

2) Note : In case of more than one party quoted the same rate, L-1 party will be identified and finalized based on more work experience(average for the last 3 years) executed by the party.

Technical Bids (Part A) will be opened on **3.00 PM on 22.06.2020** 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.

3) NOTE: Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature 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 or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

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

Thanking you,
Yours Faithfully,
for BEML LIMITED,

Regional Manager

Ph.: 07805-272668, 272114

Annexure – A

(Bid Invitation # 6300032817)

SUB : SERVICE CONTRACT FOR PROVIDING SEMISKILLED AND UNSKILLED LABOURERS BEML LIMITED, REGIONAL OFFICE, SINGRAULI for Two years.**CREDENTIALS i.e. EXPERIENCE / FINANCIAL STATUS,etc., FOR PRE-QUALIFICATION BID**

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

Sl. No	Description	Requirement		Remarks
		Detail	Value Rs in Lakhs	
1	FINANCIAL TURNOVER Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA	9.23	(To be uploaded in Technical Bid)
2	WORK EXPERIENCE Experience in executing Deployment of Labours, completed during last 3 years, value greater than or equal to.	3 Similar works each of Minimum value	12.31	Select any one applicable and submit work completion certificates/work order for having done. (To be uploaded in Technical Bid)
		2 Similar works each of Minimum value	15.38	
		1 Similar work of Minimum value	24.62	
3	Earnest Money Deposit (EMD) / Tender Fee	Digital transfer in favour of BEML Limited.	0.61	Scanned copy of Digital transfer of EMD amounting to Rs.61,560/- [To be uploaded in collaboration folder)
4	PF Registration Certificate	As mentioned in the tender document at Point No 15 of General Terms & Conditions (Annexure- D).	-	(To be uploaded in Technical Bid)
5	PAN No. & GST No.	<i>Enclose copy</i>	-	(To be uploaded in Technical Bid)
6	Latest 3 Financial Years IT returns Filing	<i>Enclose copy</i>	-	(To be uploaded in Technical Bid)
7	Labour License (if obtained for other similar works) - <i>Optional</i>	<i>Enclose copy</i>	-	(To be uploaded in Technical Bid)
8	Tender closing date/ time for Technical / Commercial BIDS	22.06.2020 at 2.00 PM	-	-
9	Tender No.	E-Bid No.63000	-	-
10	Desirable	ISO 9001,and 18001 certification	-	(To be uploaded in Technical Bid)
11	Questionnaire	Annexure-B , to be filled and uploaded along with this Annexure-A (<i>Pre-qualification bid</i>) failing which bid will not be considered.	-	-

Signature of the Tenderer with Seal

Name of the authorized person :
Designation :

(Bid Invitation # 6300032817)

SUB : SERVICE CONTRACT FOR PROVIDING SEMISKILLED AND UNSKILLED LABOURERS FOR BEML LIMITED, REGIONAL OFFICE, SINGRAULI for Two years.

QUESTIONNAIRE FORMING PART OF THE TENDER DOCUMENTS AGAINST OUR TENDER

(To be filled in and should be signed with seal by the tenderer & upload in Collaboration Folder)

01.	Name in full under which the tenderer is executing the contract	
02.	Address of official premises (atleast one Regional/ Branch/ Head Office of the Agency should be located at the close vicinity of SINGRAULI Town).	
03.	Address of official premises at other places	
04.	Telephone /Mob No:	
05.	Are you registered as a) Public Limited Company? b) Private Limited Company? c) Partnership concern?	
06.	Attach Registration copy of the Firm to engage 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 EPF code No. obtained from Singrauli Region (Attach copy)(See para-4 of Pre-qualifying bid)	

10.	Nature of other contract handled in any other firm with details regarding No. of Labourers, period, work experience / credential etc,	
11.	Details of works carried out for the past three years (Attach certificates)	
12.	Whether you have all India presence (YES/NO) If yes ,please specify	
13.	Since how long are you supplying Contract Personnel? (Attach Registration Certificate as proof)	
14.	How many Contract labourers you have in your contract at present? <i>Please attach the list of such personnel detailing name, qualification, Experience etc.</i>	
15.	Have you covered all your workmen under PF Act & EP scheme?	
16.	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	
17.	Indicate ISO 9001 or similar certificates with date of expiry. if any	
18.	Indicate Two references along with e-mail address and contact phone no.	1: 2:

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

PLACE :
DATE :

SIGNATURE / SEAL OF THE TENDERER

Name of the authorized person :
Designation :

SPECIAL TERMS AND CONDITIONS.

Sub :Service Contract for providing Semiskilled and unskilled Labourers for BEML Limited, Regional Office, Singrauli for Two years.

01.The contractor needs to deploy 17 Personnel in different categories as mentioned below for a period of 02 (Two) years. The number may vary while awarding the contract from time to time depending upon the exigency of work. The Contractor needs to deploy the unskilled / Semi-skilled personnel six days in a week on 8 hours duty only. Based on the number of man days supplied in a month, Service charges shall be given to the Contractor / Firm / Party :-

Sl. No.	Personnel Description	Nos.
01	SEMI-SKILLED LABOUR	01
02	UNSKILLED LABOUR	16
Total		17

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 through Bank & produce extract of Bank Transaction to BEML HR and Finance representatives while submitting claim(monthly bill) to BEML. The present central wages (Total = Basic + VDA)are indicated below:

Sl. No.	Category of Personnel	Min. Wages / day / Labour (As on 31.03.2020)	No. of Labours / Day	Total Wages / Day (Rs.)
01	SEMI-SKILLED LABOUR	Rs.492.00	01	492.00
02	UNSKILLED LABOUR	Rs.420.00	16	6720.00

03.The Contractor has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.

- A. After releasing payment to the labourers / Personnel, the contractor will submit his claim to Accounts Dept for settlement of claim. BEML accounts department shall deduct PF dues from Contractor's bill and remit to the respective Authorities every month through the contractor.
- B. Contractor has to ensure that the contract labours who are engaged with BEML shall not be working for other firms during the pendency of the contract with BEML.

- C. Whenever Management offers any increase in wages / allowances / bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be given for such disbursement.
- 04.**The payments made by the Contractor (in presence of BEML Reps.) towards monthly Minimum Wages, Employer's Contributions towards PF, Bonus, payment of wages for National and Festival Holidays, GST, etc. will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user Dept. Such liabilities shall be borne by the contractor in accordance with statutory requirements as well as Managements instructions initially and the expenditure incurred by the contractor towards above said liabilities will be reimbursed by the BEML subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for the entire payment.
- 05.**The Service Charges is payable only for the contract personnel supplied on day to day basis. The Service charge shall include other indirect labour expenses for taking Insurance under WC Act, providing Uniform, Safety shoes, socks, Helmet, and Identity Cards etc. **Service Charges will not be paid on account of leave days and paid holidays.** Additional incentives/bonus etc. if any and all payments made to the contractor for total bill will attract TDS (Tax Deduction on Sources) under IT Act.
- 06.**The contractor shall also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
- 07.**The statutory payment like PF, EDLI etc., have to be made after collecting cheques from BEML every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and HR/Finance Department.
- 08.**The periodical returns in respect of PF shall be submitted regularly to the authorities concerned and the documentary proof has to be submitted to Finance/HR Department, Regional office, Singrauli. The contribution towards applicable PF amount deducted from the contractor will be made by BEML Ltd to the authorities by way of cheque through contractor. Therefore the contractor is required to give the details of PF contribution to send the same to authorities before stipulated date by the company directly.
- 09.**Working hours shall be as followed by the Regional/ District office (subject to change from time to time)
General Shift : 09.00 Hrs to 17.00 Hrs
- BEML reserves the right to instruct the contractor to allocate duties either in above shifts or in General shifts with different working hours in respect of Guards as per company's requirement.
- 10.**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. It shall be the obligation of the contractor to pay compensation as per Employee's Compensation Act (*Workmen Compensation Act*). No responsibility shall rest with BEML in this regard.

- 11.** 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.
- 12.** The contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act 1970, and Rules 1971 made there-under, Mining Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under 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, and all copies of returns /challans under various statutory requirements including PF and Contract Labour (R&A) Act 1970, Minimum Wages Act 1948 etc shall be produced to the Regional Manager/ HRD / Finance depts Regional office Singrauli every month.
 - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer in Charge or his representative to user department / Incharge of service department, R.O Singrauli
 - c. Before commencement of work by the Contract he shall collect Form V from HRD of Regional Office, Singrauli under Contract Labour (R&A)1970 and Rules 1971 made there-under obtain Licence from the Appropriate Authorities [Assistant Labour Commissioner (Central)]for supplying Contract labour to BEML.
 - d. 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 contract worker (other than security personnel) 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.
- 13.** Contractor shall maintain following registers / records under Contract Labour (R&A) Act 1970 and Central Rules made there-under, and produce the same to BEML as and when required for verification.
1. Register of workmen employed by Contractor in Form XIII.
 2. Employment Card in Form XIV.
 3. Muster Roll in Form XVI.
 4. Register of Wages in Form XVII.
 5. Wage Slips in Form XIX.

6. Register of Deductions for Damage of Loss IN Form XX.
7. Register of Fines in Form XXI.
8. Register of Advances in Form XXII.
9. Register of Overtime in Form XXIII.

14.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.

15.The Company reserves the right to extend the term of the contract due to work exigency with same terms and conditions mutually agreed by BEML and contractor or to short close the contract at any time due to unsatisfactory performance without assigning any reasons at the discretion of the Management with or without reasonable notice.

16.All the labourers, supervisors etc., shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

17.Contractor shall maintain all registers and records required for 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.

18. PAYMENT: The contractor shall submit bills after satisfactory completion of the work every month to the Accounts department along with satisfactory performance certificates issued by user department, R.O Singrauli. If any remarks regarding the non performance etc., proportionate deduction will be effected from the Bills.

19. PENALTY: Penalty will be imposed on the service provider /agency at the discretion of company, if the agency fails to provide requisite manpower as specified by BEML from time to time.

SEAL/ SIGNATURE OF THE TENDERER

I. TERMS AND CONDITIONS

SUB :SERVICE CONTRACT FOR PROVIDING SEMISKILLED AND UNSKILLED LABOURERS FOR BEML LIMITED, REGIONAL OFFICE, SINGRAULI for Two years.

1. The Contractor nominate a supervisor who shall be the authorized representative and shall visit worksites at-least once in a day. Periodically he will meet Regional Manager / HR Department to give/get feedback/report/review the performance of the work.

SUB-LETTING/SUB-CONTRACT :

2. The Contractor shall not assign or make over the contract to any other person or under-let it or make a sub-contract with any workmen for the execution of any of work.
3. The contractor shall be deemed to have studied the scope of work thoroughly before offering of his unit rates (Service charge) to complete awarded work for supply of contract labours as per the requirements of Regional Office, Singrauli. The Contractor shall visit the site before offering his Service charge, if necessary.
4. The tenderer shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
5. The contractor shall arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the Regional Manager.
6. Any damage or loss caused by the Contract Labourers to the Company property / Machineries, equipments, moveable / non-moveable assets etc., will be recovered from the amount due to the Contractor.
7. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non-compliance, the contractor shall be responsible for the consequence.
8. Quotations without the EMD or in-sufficient EMD will be rejected out rightly and such tenderers will not be allowed to participate in the tender opening.
9. Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees/officers movements.
10. Contractor shall supply labours 6 days in a week throughout the year in all shifts and they shall not be engaged for more than 8 hours duty in a given day. In case of any requirements in Sundays / Holidays, the contractor should supply the required number of Contract Labour and man days supplied during such holidays / Sundays, shall be compensated in other working days. Security personnel will have to be deployed in all the days including holidays, on 8 hours duty only.
11. Contractor shall supply good quality of Uniform, Safety Shoes, hand gloves & Helmet (*as approved by RMs in case of contract Labour to be deployed in Mining Areas*), ID cards, etc., and use only Standard brand materials and all these items will be checked and cleared by user Dept in-charge.

SIGNATURE /SEAL OF TENDERER

12. Late tenders and conditional tenders are liable for rejection.
13. The Contractor shall issue the following items to all the contract workers engaged on the work within ONE MONTH from the date of acceptance letter for FIRST YEAR, viz.,
- Two sets of Uniform per year, one pair of Industrial Safety shoe per year with socks, Hand gloves (once 3 months), Helmet, Photo Identity Badge, etc.
- And another Two sets of uniform to all the contract workers during 13th month of issue of Acceptance for 2nd year. Non supply of uniform amounts to violation of contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.

14. PERIOD OF CONTRACT:

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

15. The tenderer should have their own valid PF Code number (**Madhya Pradesh State**), income tax PAN number, GST Registration Number OR on award of contract the successful bidder (Firm) shall apply for PF to the respective authorities. The contractor should submit a copy of PF and GST Registration Documents before issue of the work order.
16. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, dis-continuance or death etc.,.
17. The extension of 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.
18. The contractor shall maintain all registers, returns and records required for the payment made towards wages, PF, EPS, etc., under Contract Labour (R&A) Act, Minimum wages Act, payment of Bonus Act and all other statutory legislations etc. and produce them for verification as and when called for by the company or by the Inspecting Authorities and one set should be submitted to **Regional Manager / HR Department**.
19. The contract 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) of 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.

SIGNATURE /SEAL OF TENDERER

20. 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.

21. **SECURITY DEPOSIT:** The Successful Tenderer have to submit a DD @ 10% of Annual contract value towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to one month's bill amount which should be valid up to 6 months after completion of contract Period.

The DD shall be made on BEML LIMITED, payable at Singrauli. In case of Bank Guarantee, the same shall be submitted from any Indian Public Sector bank in the standard format which shall be provided by BEML.

In 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/Contractor'* under this General Terms & Conditions)

(i) **ARBITRATION :**

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

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

Courts at Waidhan, Distt:Singrauli shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

SIGNATURE /SEAL OF TENDERER

(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, pandemics, 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, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act 1970, Employee's Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

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(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 Waidhan, Distt:Singrauli, lone 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.

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(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; SUB-CONTRACTING:**

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.

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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.

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ANNEXURE :E

(Bid invitation # 6300032817)

SCOPE OF WORK:

Sub : SERVICE CONTRACT FOR PROVIDING SEMISKILLED AND UNSKILLED LABOURERS FOR BEML LIMITED, REGIONAL OFFICE, SINGRAULI for Two years.

DETAILS OF WORKS TO BE CARRIED OUT BY SEMI-SKILLED AND UNSKILLED LABOURERS :

To handle incoming /outgoing DAK.

Filing of office papers, maintaining of registers, Binning of material in stores

DETAILS OF WORKS TO BE CARRIED OUT BY UN-SKILLED LABOURS :

Housekeeping - Cleaning of office premises and stores daily

Material loading / unloading in spare parts depot.

Material packing/unpacking wooden cases & carton boxes for dispatch.

Incoming material to be checked for discrepancy, binning to be done in proper locations Picking of material from bin location for supply to customer.

Engaging in sub-assemblies and over hauling of Equipments, engines, etc., at Service Centre.

DETAILS OF DEPLOYMENT OF LABOURS

Sl. No	Personnel Description	No. of personnel required per day
1	SEMI-SKILLED LABOURS	01
2	UN-SKILLED LABOURS	16
	TOTAL	17

The number of contract Labours indicated above may change from time to time. Any additional requirement of the personnel at short notice, need to be provided by the agency at the contract rates finalized.

All statutory payments including Central Minimum Wages, Employer's contribution towards PF, Annual Bonus, GST, etc. shall be made good by BEML. The service provider/contractor shall also comply with all Terms & Conditions.

SEAL / SIGNATURE OF THE CONTRACTOR

General Guidelines for deciding Experience & Financial Credential of the Firms [Pre-Qualification Criteria]

SI No	Description	Value of the Financial Credentials	
		Detail	Value Rs
1	FINANCIAL TURNOVER Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA	30% of Annual Contract Value of the Proposed Contract work.
2	WORK EXPERIENCE Experience in executing similar type of works / Deployment of Labours etc., completed during last 3 years, value greater than or equal to	3 Similar works each of Minimum value	40% of Annual contract value of the Proposed Contract work.
		2 Similar works each of Minimum value	50% of Annual contract Value of the Proposed Contract work.
		1 Similar work of Minimum value	80% of Annual contract Value of the Proposed Contract work.
3	Earnest Money Deposit (EMD) refundable	Digital transfer of EMD in favour of BEML Limited.	2% of Annual contract Value of the Proposed Contract work.
4.	Security Deposit	DD in favour of BEML Limited or BG	Normally 10% of Annual contract Value of the Proposed Contract work. Either by DD or BG Or Value of the DD or BG towards Security Deposit should be equivalent to one month's bill.

PRICE BID

Ref. : BEML/MKS/Labour/2020/056, dated 01.06.2020

Sub: Service Contract for providing Semiskilled and Unskilled Labours for BEML Limited, Regional Office, Singrauli for Two Years.

(This is only for reference. Price is to be entered in the 'Item Data' in SRM System ONLY)

Sl. No.	Category of Staff	No. of Staff Required Daily	Service Charges Quoted by Contractor per day per Personnel [In Rupees] (Both in Figure and Words)
01	Semi Skilled Labour	01	Rs..... (Rupees.....)
02	Un Skilled Labour	16	Rs..... (Rupees.....)

Signature of Contractor with Seal