



BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)

REGIONAL OFFICE: 1-A Industrial Area, Sirgitti Sector-C,

BILASPUR - 495 223 (CHHATTISGARH)

Phone: 07752 – 252598, 252745

Tender No: MV/E-Tender/Service/20-21/6300033055

Date: 19.06.2020

TENDER NOTICE

Sub: E-Tender for hiring highly skilled & skilled technical manpower for Service through contract for deployment at Projects Gevra, Kusmunda & Dipka for a period of 2 years.

Tender Closing Date & Time: 17.07.2020 @ 15.00 hrs

Tender Opening Date & Time: 17.07.2020 @ 16:00 hrs

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. And Regional office in Chhattisgarh at BEML LIMITED, Regional office, 1-A Industrial Area, Sirgitti Sector-C, Post :Chakrabhata, Bilaspur, **We invites tenders through e-mode in two bid system (Technical bid & Price bid) E-Tender for hiring highly skilled & skilled technical manpower for Service through contract for deployment at Projects Gevra, Kusmunda & Dipka for a period of 2 years.**

Firms may download the tender documents and submit the tenders online through BEML SRM System.

Please go through the instruction and submit your bid in SRM System complete in all respects **before 15.00 Hrs. on 17.07.2020. Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only.**

Description of Work: E-Tender for hiring highly skilled & skilled technical manpower for Service through contract for deployment at Projects Gevra, Kusmunda & Dipka for a period of 2 years.

Last date & time for on line submission: 17.07.2020 at 15.00 HRS. for online submission of tender documents.

Tender Fee, EMD & Security Deposit :

Tenderers are required to submit

- i) **EMD Amount:** An amount of Rs. **1,50,000/-** towards EMD (Earnest Money Deposit) to be remitted through' net banking to M/s BEML Ltd. A/c standing at 'State Bank of India' Tifra, Bilaspur Branch, Current Account No. '10102785035' (IFS Code 'SBIN0006276' / MICR '495002008'), or in cash to Bank cash counter thru' Pay-in-slip in the said SBI Branch. No other mode of payment will be accepted. Remittance proof to be uploaded in Technical Bid.
- ii) **Tender Fee:** an amount of **Rs.500/-** towards tender fee (non refundable)) to be remitted thru' net banking to M/s BEML Ltd. A/c standing at 'State Bank of India' Tifra, Bilaspur Branch, Current Account No. '10102785035' (IFS Code 'SBIN0006276' / MICR '495002008'), or in cash to Bank cash counter thru' Pay-in-slip in the said SBI Branch. No other mode of payment will be accepted. Remittance proof to be uploaded in Technical Bid.
- iii) **Security Deposit:** The successful tenderer have to submit DD / or remit through Net banking towards Security deposit (adjusting the EMD amount) or execute a Bank guarantee for a value equal to 02 months bill amount or Rs Five Lakh whichever is higher which should be valid up-to 6 months after completion of contract period.
- iv) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

Eligibility:

Eligibility criteria: Open tender – Vendors having minimum 5 years experience of successful completion of similar jobs & having successfully completed minimum 02 similar contracts with minimum annual turnover of 50 Lakhs (any of the last 3 financial years **2017-18, 2018-19, 2019-20**) or with minimum 50 Lakh turn over for sum of last 3 financial years with minimum turn over of 15 Lakh in each financial year. Vendors registered with our service HQ for this type of service work will also be eligible for qualification to quote this tender.

Vendor should have Labour license, PF & ESI Registration.

Submission of Bid

1. Technical Bid :

Please upload all the technical bid documents in the Notes and Attachments at main header in the system. Please ensure that no price details are mentioned in any of the documents uploaded as part of the Bid.

Following documents should be uploaded in collaboration folder on SRM platform:

- a) Scanned copy of the entire tender document duly signed by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with full signature of the bidder however is permitted.
- b) Scanned copy of the tender fee remittance and EMD fee remittance as indicated in the NIT is to be submitted to Bilaspur RO well before closing date and time of tender. Scanned copy to be uploaded in Technical Bid.
- c) The bidders shall submit relevant records in proof of complying with qualification criterion conditions.
- d) Copy of GST registration certificate
- e) Work Experience details
- f) Copy of Pan card
- g) Copy of Proprietary certificate
- h) Copy Latest 3 Financial Years IT returns Filing
- i) PF / ESI Registration Certificate
- j) Labour License.

Check List for Documents to be uploaded in Technical Bid

SI No	Description	Requirement		Remarks
		Detail	Value Rs lakhs	

1	minimum annual turnover of 50 Lakhs (any of the last 3 financial years 2017-18, 2018-19, 2019-20) or minimum turnover Rs 50 Lakh sum of last 3 years with minimum 15 Lakh each year	certified by practicing CA	30.00	(To be uploaded in Technical Bid)
2	Bidder shall have minimum 5 years of Experience in carrying out similar type of contracts. (Upload minimum 2 (two) contract copies executing similar types of contracts.	Bidder shall have minimum 5 years of Experience in carrying out similar type of contracts. (Upload minimum 2 (two) contract copies executing similar types of contracts.		work order for having done/ executed similar type of contract. (To be uploaded in Technical Bid)
3	Earnest Money Deposit (EMD) Returnable	To be remitted in favour of BEML to it's STATE BANK of INDIA, Tifra Branch Bilaspur IFS Code	1.50	Rs.1.50 Lakhs Payable at Bilaspur, Transaction details of remittance made to be uploaded in Technical Bid
4	Tender fee – Non returnable	'SBIN0006276' / MICR '495002008') Current Account No. '10102785035,) Either on line or at Bank Cash Counter	0.005	Rs 500/- payable at Bilaspur Transaction details of remittance made to be uploaded in Technical Bid
5	PF & ESI	upload copy in		To be uploaded in

	Registration Certificate	Technical Bid		Technical Bid by bidder.
6	PAN No. & GST No	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
7	Latest 3 Financial Years IT returns Filing	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
8	Labour License	upload copy in Technical Bid		To be uploaded in Technical Bid by bidder.
9	Certificate of registration of the firm to engage contract labour.	upload copy in Technical Bid		
10	Tender closing date/time for Receipt of Tech / Commercial BIDS	17.07.2020 at 15:00 hrs Online.		For information.
11	Tender No.	Tender No: MV/E-Tender/Service/20-21/6300033055 Date: 19.06.2020		To be super Scribed on top of the covers for identification

2. Commercial Bid

1. Please quote the price details in 'Price Conditions' in the system only against the respective items provided. Bid will be disqualified if quoted in technical bid.
2. Bidder shall **Quote Service Charges only (Agency commission) on per head per day basis for skilled & High Skilled Technical Manpower** in the Price Bid in the SRM Platform Only.
(Note- not required to quote Minimum wages, DA etc)

Note for Bidders:

1. Bids of the bidders will be opened first on the opening Date/Time.
2. The bidder shall accept all the terms and conditions of the tender.
3. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.

Vendors willing to participate in the tender may contact through e-mail : admin.srm@beml.co.in/anithak@cto.beml.co.in to obtain the user name and password for submitting the bids.

Incase of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in/anithak@cto.beml.co.in or you may contact BEML SRM Team at Bangalore on phone no. 080-22963269/141 & you may also contact the local BEML team at Bilaspur through telephone nos. 07752-252598, 252745 or email mv@beml.co.in & mvs@rm.beml.co.in .

4. BEML reserves the right to assess the capacity and capability of the parties for pre -qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L-1, then the offer is liable to rejected. BEML Ltd decision in this regard shall be final and binding.
5. The bidders are required to enter the price and taxes for all the items listed in the **'Price Condition's** in the SRM System. The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
6. The GST shall be excluded from the rates, which will be paid extra at the applicable rate.

7. In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
8. BEML Ltd. Reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BEML Ltd. Also reserves the right to reject any or all bids without assigning any reasons thereof.
9. BEML Ltd shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.
10. All pages of Tender Document shall be signed by the tenderer with seal and upload in technical bid. The decision of Regional Manager, BEML Bilaspur will be final and binding in finalizing the offer.

Signature:

**Regional Manager
BEML LIMITED, Bilaspur**

Tender Document

Tender No: MV/E-Tender/Service/20-21/6300033055

Date: 19.06.2020

Technical bid

Title of Work: E-Tender for hiring highly skilled & skilled technical manpower for Service through contract for deployment at Projects Gevra, Kusmunda & Dipka for a period of 2 years.

Scope of work:

Deployment of highly skilled (Diploma qualified) & skilled (ITI qualified) technical Manpower for service at following locations for monitoring of 5 x BE1800E(Hyd. Excavator) & 7 X BH150E (Dumper) for a period of 2 years. Further it may be extended for a period of one year based upon the requirement & satisfactory performance of the bidder with mutual consent on same rate , terms & conditions.

Project	Highly skilled (Diploma qualified)		Skilled (ITI qualified)	
	Electrical	Mechanical	Electrical with HV certified	Mechanical
SECL Kusmunda/Dipka/Gevra	4	2	4	4

Note : Deployment of above manpower will subject to technical evaluation by BEML. Qualification is only the criteria however manpower should be ready to carry out both electrical and mechanical jobs based upon the requirement.

Activities involved

1. Equipment Daily maintenance activities involves checking any loose bolts, loose wiring connectors, LT panel periodic checking, HT panel periodic checking, Slip ring / Load Break Switch / Field switch periodic checking, oil leakages, ensuring proper greasing, ensuring pin lock plates intact, electrical tripping system diagnosis, Warning system diagnosis, auto lubrication system checking, & time to time preventive maintenance as per project in charge guidance
2. Attending break down involves rectifying electrical tripping system, Hydraulic oil leakages, attending LT panel / HT panel / slip ring / load break switch / field switch problems, attending Hydraulic problems, any other Equipment problems, communicating break downs to project in-charges while checking routine maintenance, attending & rectifying break downs and assisting our project in charges in trouble shooting, report generation etc
3. Record updation as per instructions of service Engineer
4. Material collection from Courier office / other office as per service Engineer instructions

Wages, PF & ESI:

- I. The Applicable Minimum wages including revision of Minimum wages as notified by Central Government from time to time, during the contract period and in addition Annual Leave with wages (Un availed Earned Leave), payment of National & Festival Holidays & Bonus will be borne by BEML. The prevailing rate w.e.f. 01.10.2019 of Minimum Wages are as under:

Sl. No.	Category of Personnel	Minimum Wages per day (Basic + DA)
1	Skilled Manpower	Rs. 569
2	High Skilled Manpower	Rs. 666

Note: Any variation in Minimum Wages notified by the Central Government from time to time will be made good by BEML Limited on documentary proof i.e.

any increase will be paid by BEML Limited.

- II. **Overtime wages:** No personnel shall be allowed to deploy on overtime work, No continuous shift in a day on whatsoever circumstances. The contractor/agency should deploy the personnel only for 8 hours per day. Due to unavoidable circumstances if any personnel deployed on overtime work/on holiday duty/on weekly day of rest, then the contractor/agency shall pay the overtime wages as per the provisions of factories Act and rules made there under / any other applicable rules and BEML shall not reimburse the above said payment.
- III. **Working days:** 26 days in a month (Reliever to be provided for shortfall days). No separate reliever charges will be paid.

Due to exigencies, on Sundays/ Holidays if any, the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total mandays supposed to be supplied by the contractor in a month

- IV. 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 / NIFT.
- V. Frequent change of deployed workmen will not be allowed, considering the training and safety aspects in mining projects.

TERMS AND CONDITIONS

1. Meaning of terms used in this NIT :

1.1 CONTRACTOR

Shall mean the Firm whose offer has been **accepted by BEML** and the term includes the contractor's authorized representative, successors, heirs, assignee, executors and administrators, unless excluded by the contract.

1.2 SUB-CONTRACTOR

Means the person/firm named in the contract/ Work order for executing the work or any persons/firm to whom any part of the contract /work order has been given by the contractor, subject to the prior **consent given by BEML** in writing and the term includes the sub-contractors authorised representative, successors and

assignees.

1.3 PROJECT – IN –CHARGE.

Means the person appointed for the duties set forth in the contract/ work order on its behalf and whose authority is notified, in writing to the contractor by BEML.

1.4 CONTRACT

Means written agreement between **BEML LIMITED AND CONTRACTOR/FIRM** made from time to time.

2. SAFETY AND SAFETY EQUIPMENTS.

1. Knowledge of Safety rules and regulations and ensuring their implementations and the availability of Safety Equipments, like safety gloves, safety shoes, safety goggles, safety caps (helmets), first aid boxes and welding, cutting & grinding equipment. The contractor shall adhere to various other Safety aspects as required. Contractor's workman should observe and follow the safety & DGMS regulation applicable at site during the above work. The contractor's workman should have VTC. Contractor should ensure necessary gate passes for his work men.
2. Necessary safety equipment like safety shoes, helmets, etc to be provided to technical manpower deployed by the service provider.

3. SECURITY

It shall be the responsibility of the Contractor to safeguard, safe handling, safe custody and safe protection of the equipments, tools & tackles. Safe custody of the tools, Accommodation and transportation of contractor's workman etc. will be contractor's responsibility.

4. Offer Validity : The offered price shall be valid for 6(Six) months from the date of tender closing.

5. INSURANCE OF PERSONNEL ENGAGES BY CONTRACTOR:

- It shall be the Contractors responsibility to arrange for insurance cover for all the personnel engaged in repair job and related Equipments. The

insurance should also cover third party liabilities. In all cases of exigencies, such as the workers falling sick, accident during the course of work, the contractor shall bear all expenses on his own account and the company shall have no liability on behalf of contractor. Any injury to workmen during the course of work will be totally firm's responsibility and BEML will have no responsibility whatsoever in this regard

- In all cases of exigencies, such as the workers falling sick, accident during the course of work, the contractor shall bear all expenses on his own account and the company shall have no liability in that behalf. Any injury to workmen during the course of work will be totally firms responsibility and BEML will have no responsibility whatsoever in this regard.

6. OTHER TERMS AND CONDITIONS:

1. The job has to be done in such a manner that, there is no injury/damage caused to the persons working and no damage should occur to the parts while working on the machines.
2. Any injury to workmen during the course of work will be totally your responsibility and BEML will have no responsibility whatsoever in this regard.
3. You are required to observe and follow the safety regulation applicable at site during the above work. The firm has to arrange **VTC** for the personnel working on site as per the DGMS guide lines. The **list of manpower** to be deployed have to be **submitted to projects in advance at least 15 days** for VTC and gate pass.
4. You should ensure necessary gate passes for the work men as per mines norms.
5. Necessary safety equipment like safety shoes, helmets, etc to be provided to man power deployed by the service provider.

7. PAYMENT TERMS AND CONDITION:

- The successful contractor has to pay wages to all contract personnel on or before 7th of every month compulsorily.
BEML will release payment to the contractor against submission of GST tax invoice (along with PF Statement/ ESI Statement/ Wage slips/ Bank statement) to the Regional office Bilaspur for arranging payment.
- TDS will be recovered from the running bills as per the IT act.
- The contractor shall also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
- On verification of acquaintance rolls (Attendance certified by project Service In-charge), payment for services charges, deducting TDS applicable on gross amount payable to contractor as per prevailing rates, will be released through RTGS / NIFT.

8. COMPLIANCE OF PREVAILING STATE RULES: On receipt of the contract/work order, the contractor shall register as per WORKS CONTRACT ACT or any other prevailing rules in that state, with the concerned state government to comply with the labour laws and rules, mobilize required manpower and other infrastructure as required.

9. BEML Reserves the right to increase or decrease the quantity of manpower at the same price, terms & conditions during the pendency of the contract.

10. CONFIDENTIAL CLAUSE.

The contractor shall use all technical information, drawings and other advices / information provided by BEML only for execution of this contract. The contractor shall not pass on any data, material or information or drawings to other agency or use for any other purpose.

11. WAGES FOR WORKMEN AND WORKMEN COMPENSATION

a) WAGES FOR WORKMEN.

It will be the obligation of the contractor to pay central Govt. minimum wages to the workmen employed by them. However, such wages shall not be less than the wages payable under the Minimum Wages Act, 1948 or the wages notified by the respective State/central Governments who are the concerned authorities for notifying the minimum wages payable to the workmen possessing different skills and who are engaged in executing the contract. The contractor shall also be bound by the statutory provisions of the Contract Labour Regulation and Abolition Act, Apprentices Act, PSU Act, PF ACT etc., concerning the employment of the Labour by the contractor. All the obligations under the different Act provisions shall be that of the contractor and the contractor shall indemnify BEML against any or all claims in this regard.

b. WORKMEN COMPENSATION

It is also agreed that BEML shall not be liable for any compensation to be payable in respect of any workmen employed by the contractor and it shall be the sole responsibility of the contractor for payment of compensation if any, arising during the course of execution of the contract. For this purpose, the contractor shall indemnify BEML during the period of the contract against all such claims made by any person(s) employed by the contractor in execution of the contract.

BEML shall not be responsible for providing employment to contractor's labourers and or payment of any retrenchment benefits, and it shall be the duty and responsibility of the contractor to pay all terminal benefits at the time of completion of contract and shall produce satisfactory proof for having paid so, before the final bill is settled.

12. Determination of lowest bidder (L-1)

Total Financial Impact of service charges for total personnel per day (i.e. sum of service charges for 06 highly skilled plus sum of service charges of 08 skilled) will be taken to arrive the lowest bidder for awarding contract.

Example: party A - Service Charges for Highly skilled / day per labor - Rs. 10.
Service Charges for skilled / day per labor - Rs. 5.
Total for Party A – (10X6 + 5X8)= Rs. 100/-

party B - Service Charges for Highly skilled / day per labor - Rs. 12.
Service Charges for skilled / day per labor - Rs. 4.
Total for Party A – (12X6 + 4X8)= Rs. 104/-

From above Party A will L-1 Bidder.

13. Evaluation of Bids

Technical bid will be opened on payment towards EMD and Tender fee, then the technical evaluation of those bids will be carried out and Price bids of such agencies / firms whose technical bids are qualified as per tender terms, will be opened for further processing.

14. SUSPENSION OF WORK

The contractor shall on written order of the Project-in-charge (BEML), suspend the progress of the works or any part thereof for such time or times and in such manner as the Project-in-Charge (BEML) may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in his opinion.

15. Penalty:

The successful contractor has to provide manpower as specified in the work order continuously for 26 working days in a month, failing which an amount of Rs. 100/- will be levied as penalty per person for absent days if per day deployed persons

are less than 12 and amount will be recovered in monthly bills.

16. ASSIGNMENT SUB-LETTING AND SUB-CONTRACTING

The contractor shall not assign the contract either wholly or part thereof or any benefit or interest therein or there under without the prior written approval of BEML. The contractor shall not sublet the whole / part of the contract. However, where otherwise provided in the contract/work order the contractor may sublet a part of the contract with prior approval of BEML. But such an approval if given shall not relieve the contractor of any of the liabilities and obligations under the contract and he shall be responsible for the acts defaults and neglects of the sub-contractor, his agents or workmen.

17. INDEMNITY

The contractor shall indemnify BEML at all times against all claims made by the contractors personnel and third parties in respect of any injuries accidents or any other claim in the form of compensation.

18. FORCE MAJEURE

The contractor shall not be responsible for any delay in execution of this contract if the delay is caused as a result of Force Majeure.

“Force Majeure” means an event beyond the control of the Contractor, such as Floods, wars or revolutions, epidemics, strikes (caused by other than contractors own employees/ workmen), terrorist attack etc.

19. Force-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, Regional Manager, RO, Bilaspur 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. ARBITRATION CLAUSE

If BEML and the contractor are not able to resolve any contract dispute amicably within a reasonable period of time, such disputes shall be referred to a sole Arbitrator to be appointed by BEML and the proceedings before the Arbitrator shall be governed by the provisions of Arbitrations and conciliation Act 1996, in which event the Arbitration proceedings shall be held at Bangalore and the Arbitrator shall be required to give a reasoned award. Courts in Bangalore alone shall have jurisdiction in the matter.

REGIONAL MANAGER

BEML, BILASPUR

THIS FORMATE IS FOR ONLY FOR UNDERSTANDING PURPOSE
THE PRICE TO BE FED IN THE PRICE BID IN SRM PLATFORM ONLY

Tender No: MV/E-Tender/Service/20-21/6300033055

Date: 19.06.2020

SUB: E-Tender for hiring highly skilled & skilled technical manpower for service through contract for deployment at Projects Gevra, Kusmunda & Dipka for a period of 2 years.

Price Bid

Sl. No	Category of Staff	Service Charges per day per personnel [In Rupees] (Both in Figure and Words)
1	Skilled Manpower	Rs.xxxxxxxxxx
2	High Skilled Manpower	Rs.xxxxxxxxxx

Note: The GST & Other taxes if any will be extra as applicable.

- Total Financial Impact of service charges for total personnel per day (i.e. sum of service charges for 06 highly skilled plus sum of service charges of 08 skilled) will be taken to arrive the lowest bidder for awarding contract. (For further clarity please refer clause no 12 of NIT)
- Offer to be valid for minimum 6 months from the closing date of tender.

(END OF TENDER DOCUMENT)