

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)
Regional Office, #3-6-114, St No: 18, Himayatnagar, Hyderabad- 5000 029.

Phone : 040-29887924 / 29881735. FAX: 040-23221794

TENDER No: 6300033598

Date: 25/07/2020

TENDER DOCUMENT

**SERVICE CONTRACT FOR SUPPLY OF SECURITY GUARDS
(UN-ARMED) FOR DEPLOYMENT AT BEML LIMITED, REGIONAL
OFFICE & SERVICE CENTRE, HYDERABAD**

Last date for submission of the bid is 17/08/2020 before 4.00 PM

**BEML LIMITED,
REGIONAL OFFICE,
#3-6-114, ST NO: 18, HIMAYATNAGAR
HYDERABAD– 500 029.
TELANGANA STATE**

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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 LIMITED, Regional Office, H.No. 3-6-114, Himayatnagar, Hyderabad – 500 029 intends to tender for Labour Contract for supply of Security guards (UN-ARMED), for BEML Limited, REGIONAL OFFICE AND SERVICE CENTRE. MOULA ALI, HYDERABAD.

In this connection, BEML Limited Regional Office, Hyderabad, invites sealed offers in two bid system to provide the 09 Security Guards (Maximum requirement at present) for a period of TWO YEARS initially as indicated in Scope of work.

SCOPE OF WORK:

a) DETAILS OF WORKS TO BE CARRIED OUT BY SECURITY PERSONNEL:

1. Examining the doors, windows, gate and ensure that they properly secured and have not been tampered.
2. Check movement of unauthorized persons and material to and from the office premises.
3. Check identity of the personnel who visits REGIONAL OFFICE AND SERVICE CENTRE, HYDERABAD Centre before allowing them inside the office premises
4. Check authorized material gate passes for movement of material from the premises.
5. Reports unauthorized entry and suspicious occurrences to Regional Manager immediately.
6. Security Guards (Un-armed) should be able to read, write and speak local languages for effective communication.

SECURITY GUARDS (UN-ARMED) SHOULD MAINTAIN THE FOLLOWING REGISTERS:

- a) Vehicle movement Register.
- b) Customer movement register.
- c) Employees / Officers movement in between office hours.
- d) Material movement Register.
- e) Visitors Register.
- f) Contract Security Guards attendance register and produce the same to Regional Manager on the following day for verification and obtain signature
- g) In addition to the above, the Security guards should be able to maintain the registers that are instructed

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7. Guards should note down the meter reading / timing of out sourced vehicles at the beginning and closing of office hours and also whenever vehicles are hired for official purposes.
8. Ensure safety of material kept within the office premises.
9. In case any civil works are going on in the office premises – Guards should maintain a Register regarding movement of men and material every day and produce to Regional Manager for verification.
10. Security personnel should be in uniform (both uniform / shoe) during the working hours
11. Guards should have good manners and behave politely while receiving customers / guests / officials and maintain good discipline during the working hours.
12. The area to be guarded by security personnel is consisting of building Premises including the stores and left over open place.
13. Receive instructions about his duties (patrolling around the building Premises frequently) from Regional Manager.

Sl. No	Personnel Description	Nos. of Guards required per day
1	Security Guards (Un-Armed)	05 Security Guards for Service Centre
		04 Security Guards for Regional Office
Total		09 Security Guards

The number of contract Security Guards 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.

SUBMISSION OF BIDS:

PART I - Pre-Qualification Bid and Technical Bid} through e-mode on BEML SRM System

PART II -Price Bid} through e-mode on BEML SRM System

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PART-I

PRE-QUALIFICATION BID

1. Earnest Money Deposit: The Pre-Qualification Bid must be accompanied by an Earnest Money Deposit of Rs. 30,000/- (Rupees Thirty Thousand Only) which must be submitted through NEFT/RTGS/Other electronic means by the bidders before the date & time of closing of tender. The bidder has to indicate transaction (UTR) Number of such payment in the bid.

2. The Earnest Money Deposit will be returned to all unsuccessful bidders within a period of 15 days from the date of award of contract. No interest shall be payable on Earnest Money Deposit in any case. **Tender Fees of Rs.500.00 (Rs Five hundred only)** to be paid through NEFT/RTGS/Other electronic means by the bidders before the date & time of closing of tender. The bidder has to indicate transaction (UTR) Number of such payment in the bid.

3. The above said Bank Guarantee/ EMD Exemption Certificate shall be submitted by the bidder.

4. EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted by the bidder.

5. For successful bidder whose bid has been accepted and contract is awarded, the EMD shall be returned within 15 days from the date of acceptance of Bank Guarantee for Contract Performance. **Tender Fees is not refundable to any bidder.**

Beneficiary Name : BEML Limited
Beneficiary Bank : State Bank of India
Address of the Bank : Old MLA Quarters Branch, Himayat Nagar, Hyderabad-29
Account No : 10287201150
IFS Code : SBIN0001880

While making NEFT / EFT / IMPS / or any other mode of online payment towards EMD and Tender Fees Please mention Vendor Name and Rfx No : 6300033598 for easy identification of receipt of EMD and Tender Fees in Bank Statement

6. A copy of the proof / documents of the above payments (tender fees document and EMD) made through RTGS / NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders.

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7. Non-submission of proof of tender fees document and EMD paid shall lead to disqualification of tenderers.

8. E-bids shall be submitted in two bid system as follows: - **Technical bid – Earnest Money Deposit (EMD)** and other documents as required **Notice Inviting Tender and Price bid.**

9. Failure to do so will result in rejection of the bid.

PART I – TECHNICAL BID

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per **Annexure ‘A’**
2. Undertaking as per **Annexure ‘B’**
3. Undertaking as per **Annexure ‘C’**
4. Special Terms and Condition as per **Annexure ‘D’**
5. Terms and Condition as per **Annexure ‘E’**
6. Special Conditions arising out of implementation of GST as per **Annexure ‘F’**

Note:

1. Technical bid will be opened first subject to receipt of original DD/Exemption Certificate for EMD / Receipt of EMD and Tender Fees Amount through online
2. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
3. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part B) will not be considered and their offer will be rejected.
5. BEML Limited reserves the right to call for above documents through manual mode if they are not submitted through online (Short fall documents) / reject the offer without giving any information.

PART II

PRICE BID

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Please quote the price details in 'Item Data' BEML SRM system only against the respective items provided therein.

Service Charges is to be Quoted by the Tenderer / Contractor per day per Personnel [In Rupees) in SRM Portal, Item data conditions tab only.

Sl.	Category of labour	No. of labour Required Daily	Service Charges is to be Quoted per day per Personnel [In Rupees) & GST in %
01	Security Guards (Un-Armed)	09 persons	Basic Price INR : through e-mode SRM CGST % SGST % IGST %

SERVICE CHARGE:

Tenderer shall quote their minimum service charges for supply of each labour per day and the service charges shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages.

- The Service Charges quoted for supply of each labour per day includes the following:
- Obtaining Employees Workmen compensation policy or CAR POLICY
- No, Separate Reliever Charges shall be paid.

DEPLOYMENT OF PERSONS:

- a) Contractor has to deploy Security Guards for a period of 30/31 days compulsorily in a month, in case any absent of regular person, substitute to be deployed temporarily
- b) Security Guards should be deployed for 26/27 days in a month and Reliever should be deployed for 4/5 days in a month.

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 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

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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 Labour. The number 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.

OFFER VALIDITY:

The price offered shall be valid for a period of **2 (TWO) months from** the date of tender closing BEML reserves the right to cancel the tender at any time with or without assigning any reason thereof. Conditional offers are liable for rejection.

It is suggested to the interested / eligible contractors to visit BEML, REGIONAL OFFICE AND SERVICE CENTRE, to understand the scope of work by taking prior appointment by Regional Office and Service Centre, REGIONAL OFFICE AND SERVICE CENTRE.

**THE REGIONAL MANAGER,
No. 3-6-114, 18th Street,
HIMAYATH NAGAR,
BEML LIMITED,
HYDERABAD-500 029
TELANGANA STATE,
Ph No. 040-29881736 and 040-29887924
Email: Hyderabad@rm.beml.co.in**

For any clarification relating to the tender terms, please contact the telephone numbers 040-29881736 and 040-29881735.

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Annexure – A

TECHNICAL BID

(To be filled in and should be signed with seal by the tenderer and upload the PDF documents in the BEML Limited, SRM Portal)

Information and General Data in respect of your Company (i.e company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. E-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	
7	Agency Name in full with complete permanent address	
8	Proprietor Name/Telephone No/Email No. of Agency	
9	Agency has to Attach Labour Licence copy and valid Registration Certificate	
10	Agency has to attach Registration Certificate of EPF/ESI/GST Regn.& PAN Card copy	
11	Agency has to submit Minimum TWO Work Order for our reference and work taken at Private/PSUs and Govt. Organisations	
12	Specify the total strength of contract persons	

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	available with Agency	
13	PSARA (Private Security Agency Regulation Act) Certificate to be produced, if applicable	
14	Bank Account No. Bank Name, IFSC Code and Bank Address to be specified by the Agency	
15	IT Returns for the years 2017-18 / 2018-19 & 2019-20 (attach copies with signature and seal)	
16	Turnover of Bidding firm shall be Rs.10.00 lakhs during last 3 years (attach copy of Audited P&L A/C. with balance sheet for the last 3 years with signature and seal)	
17	Agency has to specify the total experience in the field	
18	Agency has to pay EMD and Tender Fee, if applicable	
19	Bidder shall have minimum 5 (five) years experience in carrying out the similar type of works (copies of Certification of Incorporation along with 2 (two) work order copies for the similar works carried out during last 3 years)	
20	Do you agree for Tender Terms & Conditions Part-A & Part-B as per NIT	
21	Tender documents signature of the contract with seal	

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.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure –B

NO BANNING CERTIFICATE

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure -C

UNDERTAKING

To:

The Regional Manager
BEML Limited,
Himayath Nagar,
Hyderabad-500 029.

Dear Sir,

Having examined the Bid # 6300033598 dated 25/07/2020 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure –D

SPECIAL TERMS AND CONDITIONS

(To be Uploaded in C-Folder in BEML SRM Portal online)

The successful agency has to make payment of Minimum Wages (Central) with other statutory Payments to the Contract Security Guards on or before 7th day of every month.

Category of Personnel	Minimum Wages/ day / Labour Total=(Basic + VDA) (As on 01.04.2020)	No. of Security Guards / day
Security Guards (Un-armed)	764.00	09

At the time of placing Purchase Order, applicable Minimum wages will be indicated.

01. **PAYMENT** : After releasing payment to the Security Guards on or before 7th of every month by the contractor, the contractor will submit his claim separately to Regional Manager, Himayath Nagar, Hyderabad and to Head, Service Centre, Moula ali, Hyderabad for settlement of claim.
02. BEML will reimburse the amount to the contractor on production of necessary proof for payment / remittance duly certified by the in-charge
03. TDS will be recovered as per I.T Act from the running bills
04. 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.
05. The contractor shall also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
06. The statutory payment like PF, EDLI etc., have to be made by the contractor every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns and Challans to be produced to the HR / Finance Department / Regional Office and Service Centre.
07. **DEPLOYMENT**: Contractor has to deploy Security Guards for 30/31 days in the month Including 4/5 days reliever days
01. Working hours shall be as followed by the Regional Office (subject to change from time to time)

1st Shift : 7.00 am to 03.00 pm
2nd Shift : 3.00 pm to 11.00 pm
3rd Shift : 11.00 pm to 07.00 am

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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 Security Guards as per company's requirement.

02. **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.
1. 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 contractor's cost showing BEML as the 'PRINCIPLE' to simplify the work in the matter of raising claims and settlement thereof.
 2. The contractor shall employ Security Guards 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 there to and rules framed there under from time to time.

In the event of the contractor fails or neglects to pay amount(s) to the Security Guards working under him, the company is entitled to withhold the same from any other amount(s) payable to the contractor and same will be released to the contractor on production of submitting the proof of documents.

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 Office and Service Centre/HR/REGIONAL OFFICE AND SERVICE CENTRE, every month.

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The contractor is required to submit the daily attendance of laborers engaged duly certified by the Officer in Charge or his representative to user department / In-charge of REGIONAL OFFICE AND SERVICE CENTRE.

The contract Security Guards shall not be retained on overtime work on any day. However, due to exigencies, on Sundays / Holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.

3. 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.

4. If 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.

5. **EXTENSION OF CONTRACT PERIOD:**

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 the contractor for a period of ONE YEAR.

6. **SHORT CLOSE/TERMINATION OF THE CONTRACT PERIOD:**

- a) The Principal Employer can short close/terminate the contract by giving one month's notice in advance due to unsatisfactory performance at the discretion of the Management.

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- b) The Contractor can short close/terminate the Contract by giving three months notice to the Principal Employer with valid reasons for discontinuation of the contract

7. **PENALTY:**

The successful contractor shall have to provide the required manpower in full as specified in work order. Any shortages out of 30/31 man days in a month, it will attract a penalty of **Rs. 500/-** for each shortage of man days as a lump sum. The contractor has to provide Reliever for Security Guards.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure –E

TERMS AND CONDITIONS

(To be Uploaded in C-Folder in BEML SRM Portal online)

1. The Contractor has to nominate a supervisor who shall be the authorized representative and shall visit worksites at least once in a day. Periodically he will meet Regional Office and Service Centre / 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 underlet it or make a subcontract with any workmen for the execution of the contract.
3. The contractor shall be deemed to have studied the scope of work thoroughly before offering of his unit rates (Service charge) for to complete awarded work for supply of contract Security Guards as per the requirements of DISTRICT OFFICE,, REGIONAL OFFICE AND SERVICE CENTRE. The Contractor shall visit the site before offering his Service charge, if necessary.
4. The contractor 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 Office and Service Centre.
6. Any damage or loss caused by the Contract Security Guards 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. Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees/officers movements.
9. Contractor shall supply Security Guards on 8 hours a day for 6 days in a week 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 Security Guards and the same shall be compensated in other working days.
10. 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.,

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a) FOR SECURITY GUARDS (UN-ARMED)

- Supply of Two sets of good quality uniform per year ;
- One pair of shoes per year with socks ;
- Hand gloves ;
- Photo Identity Badge.

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.

11. 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.

12. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc,
13. 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 Security Guards 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.
14. 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), 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
15. 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 quotation 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.

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16. **SECURITY DEPOSIT:** The Successful Tenderer have to submit a DD 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, Hyderabad payable at Hyderabad from any Scheduled Banks. In case of Bank Guarantee, the same shall be submitted from any Indian Public Sector bank.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with extended validity period as deemed fit.

GENERAL TERMS & CONDITIONS:

(i) ARBITRATION:

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

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

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(ii) FORCE MAJEURE CLAUSE:

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

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

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

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

The Supplier shall be obligated to 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 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

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damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act1970, 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”.

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.

JURISDICTION

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

(v) 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.

(vi) 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

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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.

(vii) DURING ARBITRATION:

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

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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

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given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xii) INTEGRITY COMMITMENT IN THE EXECUTION CONTRACT

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300033598

Date: 25/07/2020

Annexure –F

Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)
Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.

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7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct “Tax deducted at source” at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier’s account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to ‘GST Compliance rating’ when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

Company seal with signature