

BEML LIMITED
(A Government Of India Undertaking)
Mysore Complex, Belavadi Post,
MYSORE : 570 018.

Telephone : 0821-2400225
FAX :0821-2402434
Email : ymn1@beml.co.in

BID NO. 6300033641

dt. 11.08.2020

Tenders through e-mode in “**Two Bid Systems**” is invited from eligible reputed firms/ contractors for - Deployment of 126 numbers Contract Labours (semi-skilled) under Service Contract, for BEML, Mysore complex, Belavadi post, Mysore : 570 018.

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SCOPE OF WORK:

The Firm / Contractor has to deploy the 126 contract labours (semi-skilled), at Mysore Complex to work for six days in a week on 8 hours duty basis at various departments as per the Work Order (Work Order will be awarded after finalization of the tender). The contract labour will have to carry out the official works / assignments in the allotted departments as per the advise of the officer-in-charge.

The Firm / Contractor shall employ labour as per our requirement 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.

BEML LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

MYSORE COMPLEX, BELAVADI POST,

MYSORE : 570 018.

Telephone : 0821-2400225

FAX :0821-2402801

Email : ymn1@beml.co.in

Tender No. 6300033641

Quotations in e-mode through BEML SRM platform are invited from reputed agencies / firms to participate in – Deployment of 126 Contract labourers (semi-skilled) under service contract **at** **BEML Mysore Complex, Mysore.**

Sl. No.	Item Description	EMD Amount (Rs)	Tender No
1	Deployment of 126 Contract labourers (semi-skilled) under service contract at BEML Mysore Complex, Mysore. for a period of 2 years from the date of PO and further extendable for one more year on mutual acceptance.	Rs 13.20 LAKHS	6300033641

For Bid details kindly refer the following Annexures attached in Collaboration folder-6300033641

Part-A – for Technical Specification:-

Annexure 1 – Mandatory qualification criteria ,

Annexure 2 - Information about the contractor,

Annexure 3 – Scope of the contract

Annexure 4 – General Terms and Conditions

Part-B for Commercial Specification.

Annexure 5 – Commercial Details.

Tender documents are available in our website <http://www.bemlindia.com>

To download the tender documents, visit www.bemlindia.com Purchase —→

e-Procurement (SRM)—→ Log In

Log In using the tab 'Guest Login' and click 'Process Bid' & click on the Tender No. mentioned in the table above to see the details of the tender and download the tender documents.

- Interested agencies can contact us through e-mail: admin.srm@beml.co.in to obtain the username & password for submitting the bids, if already not having User ID and Password with our system.
- Tender will be in two parts. ie., Technical Bid & Price Bid.
- The last date for submission of bid is **02.09.2020** before 14:00 hrs.
- **Instructions for submission of the bids:**

Both Technical Bids {except originals of DDs for EMD ,(In case of MSME vendors proof of exemption – NSIC certificate, Original Integrity Pact)} and Commercial bid are to be submitted through electronic mode only in the SRM system.

1) Submission of Technical Bid:

- a. Please upload all the Documents pertaining to Mandatory Qualification Criteria, Technical bid documents in the Collaboration Folder in the system and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.
- b. **Corrigendum** regarding the tender if any will be published in BEML web site only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update.
- c. Signed Integrity Pact and EMD/MSME/NSIC Certificate as per Pre qualification Criteria should be submitted by post - addressed to DGM-Materials, BEML Limited, Belavadi Post, Truck Division, Mysore, 570018 before the closing date superscribing our Tender Number. Technical Bids will be opened for the bidders who have qualified in pre-qualification criteria. Documents as indicated in the Mandatory Qualification Criteria, Technical Bid & and NIT acceptance letter are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria and technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure uploading of all the required documents carefully.)
- d. The tender documents will be considered at the sole discretion of M/s BEML LIMITED, whose decision in the matter will be Final & Binding

2) Submission of Commercial Bid:

- a. Please quote the price details in '**Service Charges**' in SRM system only provided in item data. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "**my note**".
 - b. Technical Bids(who qualifies in Pre qualification criteria) of the bidders will be opened. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
 - c. Before submitting the quote, the bidder may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of AGM- Materials, Contact No. 0821-2400225/2400503
 - d. The offers should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads will not be entertained)
- 3) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 4) Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:

SRM Team (Mr. Krishnamohan, Sr. Manager; & Smt. Anitha, Manager)
CIO Office, BEML Soudha, BEML Limited
23/1, 4th Main, S.R.Nagar,
Bengaluru – 560027.

Phone no:-080-22963269, 22963141
E-Mail ID : admin.srm@beml.co.in

- 5) The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.

- 6) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload. Firms/contractors who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

Technical Bids will be opened for the bidders who have qualified in pre-qualification criteria and **Commercial Bids** will be opened for the bidders who have qualified in the Technical Bid

EMDs of unsuccessful agencies will be returned without any interest, once the contract is finalized.

Thanking you,
Yours faithfully,

For BEML LIMITED

SD/-

Dy. General Manager (Materials)

Ph: +91 0821 2400225/503 email: ymn1@beml.co.in

TENDER NOTICE for PRE- QUALIFICATION CRITERIA

1.Description of Contract	Service contract for deployment of 126 nos. Contract Labours (semi-skilled) at BEML LIMITED, Mysore Complex.
2.Period of Contract	Two years & further extendable for one more year on mutual acceptance.
3.EMD	Bidder should attach Account Payee Demand Draft, Banker's Cheque , or BG from any of the commercial banks or payment online before closing date of the bid thro' NEFT/RTGS for Rs. 13.20 lakhs (Rupees Thirteen lakhs twenty thousand only) in favour of M/s. BEML Limited, Mysore Complex along with tender towards Earnest Money Deposit . For online payment (Wire Transfer), Please make use of the following bank Details ACCOUNT NAME : BEML LIMITED ACCOUNT NO : 10562407488 ISFC CODE : SBIN0003130 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE : SBININBBM08 Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre qualification document.
4.Integrity Pact	The Integrity pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who have entered into such an Integrity pact with the buyer (BEML) would be competent to participate in bidding with BEML. Integrity Pact Form to be downloaded from SRM e-procurement portal and to be filled, signed with seal and to be submitted along with EMD (OR) MSME / NSIC Certificates for claiming of exemption from paying EMD amount.
5.Pre qualification criteria	a) It is mandatory that the DD (for EMD amount) and Integrity Pact duly signed should be sent to " The DGM, Purchase Department, Mysore Complex, BEML Limited, Mysore-570 018, Karnataka " so as to reach before tender closing date. b) In case of Firm claiming Exemption for EMD amount under MSME category,(only Micro & Small Enterprises are eligible for exemption), a copy of NSIC Certificate / MSME certificate along with Integrity Pact duly signed with seal, should be submitted in a sealed cover super scribing the bid reference & closing date, so as to reach us before the bid closing date. c) Failure to submit the above (OR) NSIC/MSME Certificate will result in rejection of BID and no Correspondence will be entertained.
6. Mode of Tendering	Two Bid system (Technical & Commercial) through BEML SRM e-procurement system only.
7. Pre-bid meeting	Pre bid meeting will be conducted thro VIDEO CONFERENCE on 21.08.2020 @ 11.00 am. Vendors participating in the tender are requested to forward their E-Mail ID to ymn@beml.co.in, so as to send the LINK for Video conference.
8. Last date & time for submission of Technical & Commercial Bids in BEML SRM e-Procurement system	02.09.2020 up to 14.00 hrs
9.Date & time of opening of Technical Bid through e-mode	02.09.2020 up to 14.30 hrs
10.Date & time of opening of Commercial Bid through e-mode	Commercial Bids will be opened for the bidders who have qualified in the Technical Bid
11.Nature of Tender documents	Two Bid system (Technical & Commercial) through e-mode
Manual and FAX/E mail Quotations will be summarily rejected.	

For eligibility criteria and details, please visit website www.bemlindia.com or contact office address, DGM (Materials) or AGM (HR), BEML LIMITED, Belavadi Post, Mysore – 570 018.

Sd/- Dy. Gen. Manager (Materials.)

1. PART – I : Technical Bid :

1.1 QUALIFICATION CRITERIA (MANDATORY):-

Annexure - 1

SI no	Description	Requirement		Remarks
		Detail	Value in Lakhs	
1	Average Annual financial Turn Over for the last 03 (three) years i.e. 2016-17, 2017-18 and 2018-19.	Certified by practicing CA	Rs. 99.03 lakhs and above	For the years 2016-17, 2017-18 and 2018-19 Certificate to uploaded.
2	Experience in executing Similar Type of Works, Deployment of Labors completed during last 7 (seven) years i.e. April 2013-2014 onwards and value greater than or equal to.	3 Similar works each of Minimum value per annum	Rs. 1.32 Crore and above	Work Completion Certificate with Value for having executed the similar works to be Signed, Sealed and uploaded. In case of running contract, Certificate with Value from the Current Employer to be uploaded.
		2 Similar works each of Minimum value per annum	Rs. 1.65 crore and above	
		1 Similar work of Minimum value per annum	Rs.2.64 crore and above	
3	PF Registration Certificate	Enclose copy		Certificate to be Uploaded
4	ESI Registration Certificate	Enclose copy		Copy to be uploaded. Undertaking to be submitted stating that ESI Sub-Code (Mysore) will be obtained within one month from the date of awarding the contract
5	Contract Labour License	Enclose copy		Valid Contract Labour license which is in force for supply of contract labour to be Uploaded. Otherwise undertaking to be given stating that the licence will be submitted within one month from the date of awarding the contract.
6	PAN No.	PAN No. should be in the name of Firm & in case of proprietorship, in the name of Owner.		Pan copy to be Uploaded
7	Service Tax No	Enclose copy		Certificate to be Uploaded
8	3 Financial Years IT returns i.e. 2018-19, 2017-18 and 2016-17.	Enclose copy		Copies to be Uploaded
9	NIT Acceptance letter			To be Signed, Sealed and Uploaded

Please note that, the above documents to be uploaded in the bid, otherwise bid will not be considered.

2.0. INFORMATION ABOUT CONTRACTOR.

01.	Name in full under which the tenderer is proposing to execute the contract with Address :	
02.	Address of official premises at Mysore, if any.	
03.	Address of official premises at other places	
04.	Telephone No. / Mobile No./ Fax No./ E-mail ID	
05.	Details of works / contracts carried out for the past seven years:	
06	The quote is deemed to be Exclusive of GST . (YES / NO)	
07	The contractor shall have to submit 10% of the Annual contract value as Performance Bank Guarantee valid for the entire contract period with additional three months , within 15 days from Acceptance of contract.	Yes / No
08	The contractor should possess GST/TIN Number Please indicate the details	

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

PLACE :

DATE :

(SIGNATURE)

SPECIAL TERMS AND CONDITIONS:

1. 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. .

BEML Ltd can short close the contract during the contract period by giving One month's notice in writing due to unsatisfactory performance at the discretion of the Management.

In case, if the Contractor wants to short close the contract during the contract period, the contractor has to give a minimum period of 3 (three) months notice in writing.

02. **WAGES** : At the time of placing Purchase Order, applicable Minimum Wages **as notified by the Central Government** and will be informed by the Management. Any enhancement during the contract period in Minimum Wages including VDA, from time to time, will also be applicable. The successful agency has to make the payment of Minimum Wages total i.e. Basic +VDA with other statutory payments to the Contract labourers on or before 7th day of every month.

Details of Present minimum wage being paid is indicated below:

SUMMARY OF PRESENT WAGES PER DAY			
Sl.no.	Category of Wages (Rs.)	No. of workers	Value of Each Category per day (Rs.)
1	962.06	1	952.06
2	832.58	114	94914.12
3	796.99	1	796.99
4	753.77	2	1507.54
5	746.14	1	746.14
6	694.03	1	694.03
7	667.33	6	4003.98
7	No of workers & Total value	126	103614.86
9	per day wages		103614.86
10	per month		2693986.36
11	per year		32327836.32
12	For 2 years		6,46,55,672.64

03. The Service Charges includes the cost of Two sets Uniforms (Pant & shirt) per year for 2 years for each workman & Stitching charges, 1 pair Safety shoes(Preferably BATA or SAFETIX Make) and 2 pair of Socks for each workman for two years, 100 gms Gel for Hand wash per month for each workman, Personal Protective equipments, Hand gloves (one set per year for two years for each workman), Goggles (approx 100 no. of TCLs who will be engaged in direct departments). PHOTO IDENTITY BADGE for each workman.

Service Charges will **NOT** be paid on account of leave days and Paid Holidays. Additional Incentives, Shift Allowance, Bonus if any during the contract period and all payments made to the contractor for total bill will attract TDS(Tax Deduction on Sources) as per IT Act.

04.PAYMENT : The complete payment to the contractor shall be released within 7 days from the date of submission of bills by the contractor to HRD and all efforts shall be taken to clear the bills at the earliest subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the Monthly Wages / Salary to his labourers within the prescribed time limit i.e., on or before 7th of each month for disbursing the wages in accordance with the contract labour(Regulation and Abolition) Karnataka Rules – 1974, without correlating to his monthly bills. Such payments will be made through Bank Account only.

05. Wages, PF & ESI

- a. Accounts department will release the amount payable to labours after deducting statutory recoveries towards PF (12%) and ESI (0.75 %) contributions, through RTGS;
- b. The contractor shall disburse the wages to their labours through Bank only.
- c. The statement of Wages credited to the labours should be produced to HRD Department for **records**
- d. TDS as applicable will be deducted on gross amount payable to contractor ;
- e. ESI / PF amounts will be released only through RTGS on enclosing the previous months challan copies along with list of contribution made to TCLs, for proof of payment.

06. Employee State Insurance (ESI) :

The tenderers should have their own valid ESI Registration Number. The employees ESI contribution at the rate of 0.75% shall be recovered from the wages of each labour. The employer's ESI contribution at the rate of 3.25% shall be borne by BEML.

The contractor should employ only ESI registered workmen at any time of work inside the factory. Workmen without the ESI number will not be allowed inside the factory for any work against this contract.

07. Provident Fund :

The tenderer should have their own valid PF Registration Number. As per the Employee Provident Fund Act, the employee's contribution of provident fund shall be @ 12% of the wages and the same shall be recovered from the wages of each labour and the Employer's Contribution of Provident Fund @ 13.01% of wages shall be borne by BEML.

The contractor has to submit the relevant challans towards payment of Provident Fund and Family Pension Scheme (both Employees and Employers contribution) 24% plus EDLI & Administrative charges of 1.01% of the total wages paid, along with the monthly bills and the same to be submitted to Finance Department through HR Department.

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 labourers 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.

08. Karnataka Labour Welfare Fund :

The successful contractor has to comply the Karnataka Labour Welfare Fund by contributing the required amount towards their labourers during the contract period.

09. GST :

The tenderer should have their own valid GST Registration Number. The tenderer should invariably mention as “GST as applicable” (which is 18% at present). Contractor has to produce the challan as proof of the payment to the Service Tax Authority. Service tax as per the Chapter V & VA of the Finance Act 1994 which provides for the Service Tax and Service tax rule 1994.

10. Bonus :

Payment of Bonus @ 8.33% of paid Minimum Wages or Rs 7000/-, which ever is higher **or as amended from time to time** , should be paid by the contractor as per the Amendments of Payment of Bonus Act. The same shall be reimbursed to the contractor on demand subject to production of proof of payment.

Any statutory payments revised from time to time will have to be paid by the contractor **and the same will be reimbursed by BEML**. However, the service charges remain fixed for full tenure of contract.

Leave payment (annual leave payment should be borne by the contractor) (for every 20 days of working one day leave is eligible by a workman) as per Factory act 1948. The same shall be reimbursed to the contractor on demand subject to production of proof of payment.

11. ACCIDENTS INJURIES AND DAMAGES: From commencement of contract to till completion of the contract, contractor shall take full responsibility, taking precautions to prevent loss or damage to the Property of BEML. Contractor shall be liable for any damage or any loss and claims, or 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.

12. 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 “Employer's Liability Insurance 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.

13. The Contractor shall duly observe the provisions of the contract labour (Regulation and Abolition) Act – 1970 and the rules there under and also the provisions of all Labour laws, including Industrial Disputes Act, Factories Act, Employee's State Insurance Act, Employees Provident Fund Act, Gratuity Act, Workmen's Compensation Act as may be applicable to him and his employees and keep the company (BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.

14. In the event of the contractor fails or neglects to pay amount(s) to the contract labour 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.

15. 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 HR / Finance Department, every month.

16. 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.

17. The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays / Holidays if any the contractor shall deploy as per the direction given by user department 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.

18. 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.

19. 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.

20. All claims arising by OR at the instances of the labourers or their heirs or successors including claims under the workmen's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.

21. The contractor should maintain and engage the existing number of 126 contract labourers and deploy them to carry out the jobs in various departments as per requirement which will be intimated by BEML HR Department. The labourers employed for executing the work in this contract shall be healthy and able bodied person, capable of doing the work for which their services are indented. They shall be over 18 years of age dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company.

22. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors and the incidental cost thereon, and in addition, the company shall also be entitled to forfeit to itself the security deposit or any part thereof remaining to the credit of the contractors and at it option also be entailed to terminate the contract.

23. The contractor shall provide man power as required on all working days / Sundays / holidays for carrying out the various operations / services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work through HR Dept.

24. **BEML reserves the right to instruct the** contractor to deploy the contract labour in any shift i.e. 1st , 2nd and 3rd shifts, as per the requirement of the user department from time to time.

25. The contractor shall make his own arrangement for Transportation of his labors TO &FRO to BEML factory and subsidized canteen facilities on discretionary basis by Company.

26. The company reserves the right to shift the labourers to any work agreed upon by the contractor under this contract or to any work the contractor is awarded in other divisions of Mysore complex also.

27. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Mysore shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

28. **COMPENSATIONS LEVIABLE ON SERVICE CHARGES:**

SL	Description	Compensation Leviable on Service Charges	Maximum Compensation Leviable on Service Charges
01	Should cover all the contract workers under EMPLOYER'S LIABILITY INSURANCE POLICY	Service charge will be withheld till producing policy	NIL
02	Daily attendance details to be submitted to HR and Monthly latest by 3 rd of every month with co-ordination of user Department	0.5% per week of delay from the contract bill	5% of the contract bills.
03	Monthly wages to be paid on or before 7 th day of every month. If delay in making payment	1% per day of delay from the contract bill	10% of the contract bills.
04	Bonus bills to be submitted within the stipulated date declared by management.	0.5% per week of delay from the contract bill	5% of the contract bills.
05	Uniform & Shoes (personnel protective equipments wherever applicable) to be issued within 30 days from the date of release of the work order	0.5% per week of delay from the contract bill	5% of the contract bills
06	Bank A/c opening & payments through BANK within one month from the date of awarding contract	Service charges will be withheld till payment is made through Banks.	
07	Delay in remittance / filling of returns of PF /ESI contribution / periodical returns to Labour Authorities	Till the remittance of contribution / filling of returns on monthly basis, the Service Charges will be withheld.	

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

30. **SUBLETTING/SUBCONTRACT** :

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.

The contractor shall be deemed to have studied the scope of work thoroughly before offering unit rates (Service charges) for supply of contract labours as per the requirements. The Contractor shall visit the site before offering his Service charge, if necessary.

31. The contractor shall agree, not to petition for revision of service charge rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.

32. 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 user departments.

33. 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.

34. 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.

35. Contractor shall supply the contract labour 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 Contract Labour and the same shall be compensated in other working days.

36. 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 and another set of the following items during 13th month of issue of acceptance for 2nd year.

a) For 126

b) contract labours (semi-skilled):: (per person)

- Two sets Uniforms (Pant & shirt) per year for 2 years for each workman & Stitching charges,
- 1 pair Safety shoes(Preferably BATA or SAFETIX Make) and 2 pair of Socks for each workman for two years,
- 100 gms Gel for Hand wash per month for each workman,
- Personal Protective equipments, Hand gloves (one set per year for two years for each workman),
- Goggles (approx 100 no. of TCLs who will be engaged in direct departments).
- PHOTO IDENTITY BADGE for each workman.

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.

37. 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.,

38. 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

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.

39. Performance Bank Guarantee. The successful Contractor has to furnish a Bank Guarantee (BG) from a Scheduled Commercial Banks which includes Private Banks for 10% of the Annual Contract Value of Purchase Order as **Security Deposit**, which shall be valid for 27 months from the date beginning of Contract. The company reserves the right to encash the bank guarantee in case of any violation/non compliance to the terms and conditions of the contract.

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 with three more months additionally.

GENERAL TERMS AND CONDITIONS**40. VALIDITY OF TENDER:**

The quotations shall be valid for a minimum period of 90 (ninety) days from tender closing date.

41. BEML Limited reserves the right to place order as a whole or part as deemed fit and management reserves the right to divide the work for 02 to 03 contractors with L1 rate, in case L1 is not in the position to execute the work in full.

42. Conditional tenders are liable for rejection.

43. In case the tenderer after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD as the case may be forfeited.

44. 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 Mysore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules. Courts at Mysore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

45. 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.

46. 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.

47. 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 Labour Laws, particularly ESI Act, 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".

48. 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.

49. JURISDICTION

Courts at Mysore 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.

50. 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.

51. 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.

52. 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.

53. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

54. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

For BEML LIMITED

Sd/-
Deputy General Manager

2. PART – II : COMMERCIAL BID

DEPLOYMENT OF 126 NOS. CONTRACT LABOURS (SEMI-SKILLED) UNDER SERVICE CONTRACT, FOR BEML MYSORE COMPLEX MYSORE

SL	Description	Service Charges per day per labour (Rs.)
1	<p>SERVICE CHARGES which is inclusive of the following:</p> <ul style="list-style-type: none"> -Two sets Uniforms (Pant & shirt) per year for 2 years for each workman & Stitching charges, - 1 pair Safety shoes(Preferably BATA or SAFETIX Make) and 2 pair of Socks for each workman for two years, -100 gms Gel for Hand wash per month for each workman, - Personal Protective equipments, Hand gloves (one set per year for two years for each workman), - Goggles (approx 100 no. of TCLs who will be engaged in direct departments). - PHOTO IDENTITY BADGE for each workman. 	

NOTE: (1) L1 is calculated based on Service Charges per day per person

(2) If there is an increase in the Minimum Daily Wages including VDA by the Authority Concerned, that will be paid by the Company, the Service Charges quoted will remain fixed till completion of the contract period.

2.1 The above category of personnel are paid the Minimum Wages as per the Minimum Wages Act (State or Central Government as decided by the BEML Management) from time to time.

2.2 The successful tenderer shall execute an agreement in a bond paper of worth Rs. 200/- (Rupees Two Hundred only) as per the format given by M/s. BEML Limited. The successful tenderer is requested to sign the work order prepared based on the quote / accepted rates placed on him by the accepting officer.

2.3 The successful tenderer has to supply the man power from the date of issue of Acceptance letter.

For BEML LIMITED

Sd/-
Deputy General Manager

NIT Acceptance letter

To:
Dy. General Manager- Materials
BEML Limited,
Mysore complex,
Mysore : 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: **6300033641**

DEPLOYMENT OF 126 NOS. CONTRACT LABOURS(SEMI-SKILLED) UNDER SERVICE CONTRACT, FOR BEML MYSORE COMPLEX MYSORE

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No – **6300033641** DEPLOYMENT OF 126 NOS. CONTRACT LABOURS(SEMI-SKILLED) UNDER SERVICE CONTRACT, FOR BEML MYSORE COMPLEX MYSORE

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Contractors

Signature
Name
Seal

Note:

1. The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM platform .

(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crores)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The

Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **DEPLOYMENT OF 126 NOS. CONTRACT LABOURS(SEMI-SKILLED) UNDER SERVICE CONTRACT, FOR BEML MYSORE COMPLEX MYSORE.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

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

Sign & Seal of Bidder/Contractor

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts

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

Section 4 – Compensation for Damages

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

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

Sign & Seal of Bidder/Contractor

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible **Independent External Monitor** for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (4) # For details of Independent External Monitor please visit our website www.bemlindia.com under the Tab “Purchase” – Integrity Pact

Sign & Seal of Bidder/Contractor

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

Sign & Seal of Bidder/Contractor

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Signature

Signature

Name -----

Name -----

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1 :

Signature

Signature

Name & Address -----

Name & Address -----

Witness 2:

Witness 2:

Signature

Signature

Name & Address-----

Name & Address -----

