

Tender Document

“Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch / Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”

**BEML Limited
Kolar Gold Fields – 563 115**

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1.1 TENDER DETAILS

BEML LIMITED
KOLAR GOLD FIELDS – 563115
(A Govt. of India Schedule 'A' Company under Ministry of Defence)
EM Division, BEML Nagar Post, Kolar Gold Fields-563 115

Phone: 08153-279331 / 279337

TENDER NOTICE

Sub: “Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch / Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”, KGF

Deputy General Manager (Sub Contract, EM Division BEML Nagar, Kolar Gold Fields, 563 115) on behalf of BEML Limited, invites e-procurement public tender in two-bid system (Technical Bid and Commercial bid through BEML SRM platform) from eligible reputed firms / Contractors for the subject work. The period of contract is for duration of one year as per Qualifying criteria and NIT.

EMD	<p>Rs. 35574/- in the form of Demand Draft/Banker's cheque drawn in favour of M/s. BEML Limited, KGF or 'Online Payment/ E-Payment' from any Schedule bank, as per details given. Firms should intimate RTGS, UTR no. & Date through e-mail to eps@beml.co.in well before due date. The RTGS, UTR no. & Date to be uploaded in the Technical bid. 'E-Payment' to BEML Ltd., Bank details as below: BEML Ltd., KGF, PAN No. AAACB8433D State Bank of India, BEML Nagar, IFSC Code: SBIN0040168 A/c No.: 54029289872</p> <p>If not, exemption certificate has to be submitted through e-mode before tender due date along with Technical bid</p>
Mode of Tendering	Through e-mode. Bids are to be submitted in two-bid system in BEML SRM e-procurement system only.
Last date & time for submission of Technical & Commercial Bids in BEML SRM e-Procurement system	29-11-2021 up to 14.00 hrs
Date & time of opening of Technical Bid through e-mode	29-11-2021 up to 14.00 hrs
Date & time of opening of Commercial Bid through e-mode	Will be intimated later

Deputy General Manager
Sub Contract, EM Division,
BEML Limited, KGF

Letter to Bidder

To: M/s.

Dear Sir,

Sub: “**Works Contract for Deburring, Chipping & Grinding of flame cut & sheared plates at Plate Shop of EM Division, KGF**”

Ref: Tender Notice EPS/1200256964 DT: 20.11.2021

Further to the above cited tender notice we would like to appraise the bidders with the following details:

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad. Tenders in prescribed form are invited for the subject work. Interested bidders can download the tender document released along with this notification and quote in two bid system as mentioned below:

Instructions for submission of the bids:

1) Both Technical Bid (except original of DD for EMD) and Commercial bid are to be submitted through electronic mode only in the SRM system.

2) Submission of Technical Bid:

a. Please upload all the **mandatory** bid documents in the Attachment 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. The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

c. Corrigendum regarding the tender if any will be published in BEML website only (www.bemlindia.com) before the tender closing date. Bidders shall take note of the above and check the website before tender closing date and time to have the latest communication or updates.

d. Documents as indicated in the Mandatory Qualification criteria and General Criteria are to be uploaded in Attachment Folder on SRM Platform.

e. Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.

f. The original of DD for EMD amount should be sent to the address “Deputy General Manager –Sub Contract, EM Division, BEML LTD., BEML Nagar post, KGF -563115” on or before the tender submission due date. Bid Reference no. to be super scribed on the envelope.

g. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

3) Submission of Commercial Bid:

- a. Please quote the price details in ‘**Unit Price**’ in SRM system only against the respective item provided therein before tender closing date and time specified.
 - b. Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
 - c. Please indicate payment code as L046 while submitting the offer in SRM Platform.
 - d. Before submitting the quote, the Firms may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of DGM – Sub Contract, **Contact No. 08153-279331 / 5, 08153-279337.**
 - e. The offers should be only on SRM platform, quotations sent by Fax / Email / Quotations on letter heads will not be entertained.
- 4) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 5) For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team at the following address & contact Nos.

SRM Team (Mr. Krishnamohan, Asst. General Manager; & Smt. Anitha, Asst. General 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

For BEML Ltd,

Deputy General Manager - Sub contract.
EM Division, KGF

6.**ANNEXURE-A**

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform)

Sl. No.	Description (Requirements of technical bid)	Bidders Response
A. GENERAL INFORMATION		
1	Name & address in full under which the bidder is intended to execute the contract	
2	Telephone / Mobile Number & e-mail id of the bidder	
3	Type of ownership a) Public Limited Company b) Private Limited Company c) Partnership Company d) Proprietorship Company Please enclose the Incorporation certificate or Registration certificate / partnership deed Certificate/ Proprietorship company documents.	(Please write whether your firm is registered as public limited/private limited company/partnership company/Proprietorship company)
4	PF & ESI Registration Number Note: Scan & upload the documentary proof in SRM platform.	Please write the PF & ESI Registration number here. If the bidder is not having PF& ESI registration, the same shall be obtained within one month on award of contract and an undertaking shall be uploaded in this regard.
5	Undertaking letter to be uploaded regarding obtaining Labor License within one month of award of Contract, If the contract is awarded.	Please write the Labor License number here & Upload the undertaking letter and confirm here.
6	SAC code details of this service	SAC Code:

B. MANDATORY QUALIFICATION CRITERIA FOR TECHNICAL EVALUATION		
The scanned copies of following qualifying documents are to be uploaded along with the Technical bid.		
1	Submission of Annexure-B- (NIT Acceptance Letter) Acceptance of the tender terms & conditions.	The bidder should upload duly signed "Annexure-B" format in their letter head as Acceptance of the Tender terms & conditions in the SRM Portal.
	Financial turnover	Year 1: 2018-2019
		Year 2: 2019-2020
		Year 3: 2020-2021
2	Average annual financial turnover during last 3 years ending March 2021 If average annual turnover for above 3 years is less than Rs. <u>5.34 Lakhs</u>, then the offer will be rejected.	The bidder/contractor should upload the audited balance sheet / audited P&L account statement certified by Tax consultant for the following financial years 1) 2018-2019 2) 2019-2020 3) 2020-2021
3	Latest three Financial Years IT returns Filing copy	Scanned copy of IT returns Filed copy to be uploaded. 1) 2018-2019 2) 2019-2020 3) 2020-2021
4	Work experience: Bidder should have successfully executed similar works(nature of work)(Number of works & value of works as described below) in any Central/State Govt. Bodies/Department/PSUs/Autonomous bodies/ Industries/ Factories or other similar organization during last 7 years ending 31/03/2021 and the value of the	Select any applicable one and upload scanned copy of similar work completion certificates issued by users. The firm should furnish contact details of User viz., contact person, phone no, email id for verification of experience if required.

	<p>contract(s) should not be less than the value described below:</p> <p>i) Three similar works each valuing not less than <u>Rs.7.11 Lakhs</u> OR</p> <p>ii) Two similar works each valuing not less than <u>Rs.8.89 Lakhs</u> OR</p> <p>iii) One similar work valuing not less than <u>Rs.14.23 Lakhs</u></p> <p>For the above work experience, Satisfactory work completion & performance certificate from the previous organization in their letter head and the corresponding work orders should be scanned and uploaded in SRM platform. The certificate shall be considered only in the cases of works completed in full and complete.</p> <p>The satisfactory work completion & performance certificate should contain the reference of work order, nature of work executed, period of work executed and value of work executed.</p> <p>In case of work completion certificate obtained other than government organizations / Public Sectors the same shall be supported with TDS certificate by the contractor.</p>	
5	<p>Earnest Money Deposit (EMD) Returnable. EMD Value is Rs. 35,574/- DD/Banker's cheque drawn in favour of M/s. BEML Limited, KGF issued by any Indian Public sector/scheduled bank, payable at KGF or 'Online Payment/ E-Payment' from any Schedule bank, as per details given. Firms should intimate RTGS, UTR no. & Date through e-mail to</p>	

	<p>eps@beml.co.in well before due date. The RTGS, UTR no. & Date to be uploaded in the Technical bid. 'E-Payment' to BEML Ltd., Bank details as below: BEML Ltd., KGF, PAN No. AAACB8433D State Bank of India, BEML Nagar, IFSC Code: SBIN0040168 A/c No.: 54029289872</p> <p>Note: DD to be Sent by post addressed to DGM Sub Contract, EM Division, and BEMLKGF – 563115.</p> <p>Also Copy of DD to be scanned and uploaded in technical bid in SRM platform. If MSE or NSIC registered, exemption certificate proof to be scanned and uploaded in technical bid.</p>	
6	<p>PAN Number & GST Registration Number</p> <p>Note: Copy of proof has to be scanned & uploaded in SRM platform.</p>	
7	<p>Submission of Annexure-C-TAX INDEMNITY CLAUSE DECLARATION</p>	<p>The bidder should upload duly signed "Annexure-C" format in their letter head as Acceptance of the Tender terms & conditions in the SRM Portal.</p>

Study of the site conditions and nature of work involved(Not Mandatory but recommended for Clarifications if any of the Bidder before quoting)	Contact : DGM – Sub Contract	08153-279335 08153-279337
<ul style="list-style-type: none"> • Bidders are requested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last minute uploading, which may result in improper / missing of documents during uploading. • Bidders have to submit the above Mandatory Qualification Criteria documents SI No 1 to 7 of para 6 (B) indicated for qualifying in Technical bid. If any of the documents are not submitted / uploaded, that firm will be disqualified. • For the documents stipulated in the “General information”, the bidder may upload the scanned copy of the documents if available otherwise the same to be submitted within one month of finalization of the PO. • It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, please immediately contact 080-22963 269 for help from SRM team. • Bidders are advised to upload the documents separately by giving appropriate names i.e. For average annual turnover document uploading – Annual Turnover etc., <p><i>To have better clarity and easy identification, do not club all the documents in a one single file.</i></p>		

ANNEXURE-B

NIT ACCEPTANCE LETTER

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

To:
The Deputy General Manager (Sub-Contracts),
BEML Limited,
EM Division,
KGF – 563 115

Sub: Acceptance of all NIT Conditions.

Ref: Bid No. 6300036785 for “Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”, KGF

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. **6300036785- “Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch / Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”, KGF.**

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

We agree to submit the MOU / Agreement on award of the contract before commencement of work as per the enclosed MOU / Agreement format.

Signature of the firms
Authorized Representative

Firm/Bidder Name:

Place:

Date:

Company seal:

Note:

The above letter along with Technical Bid and corresponding supporting documents required as per mandatory qualification criterion to be scanned and uploaded in the Technical Bid section on SRM Platform.

ANNEXURE- C**TAX INDEMNITY CLAUSE DECLARATION**

(To be prepared in the bidder's letter head and duly signed format to be uploaded on SRM platform.)

1. The supplier of goods / services shall comply with all the procedural requirements and relevant provisions under GST Law so as 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 supplier 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 I 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 player in the supply chain are also required to be passed on the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The supplier 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 supplier 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 provisions of invoices /debit note/ credit note: The supplier has to timely provide invoice/debit note / credit not 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. BEML shall identify the place of supply to enable to avail the GST credit at right location.
7. 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 moment of goods.

8. Any known discount shall form part of terms of the agreement to enable supplier / BEML to claim tax adjustment.
9. The invoice for services shall clearly bear the GSTIN No. along with the purchase order No. and date accompanied by despatch advice and date of packing list.
10. 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.
11. Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall liable to discharge the same. 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.
12. Any liability arising out of dispute on the tax structure, computation, payment to the Government and filing of returns will be to the suppliers account.
13. 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".
14. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
15. 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.

Authorized Signature of the bidder:

Firm/Bidder Name:

Place:

Date:

Company seal:

General Terms and conditions

- a. The tender form is not transferable under any circumstances, Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.
- b. BEML Limited reserves the right to accept or reject or seek further clarifications regarding any tender either in full or in part or to reject all the tenders without assigning any reason for its decision in this regard.
- c. The Firm shall read and understand the scope of work, general terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above.
- d. Rules and Regulations: The Firm has to comply with the various provisions contained in the Contract Labor Act (Regulation & Abolition) – 1970 and the rules there under.
- e. In case the bidder after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.
- f. **Financial Position:** Average annual financial turnover during the last 3 (three) years should be as indicated in the qualification criteria. The balance sheet and profit and loss account Certified by Tax consultant or Income Tax Return filed copy has to be submitted as proof.
- g. **Period of Contract: One year from the date of issue of contract.**
 - i. However, the company reserves the right to terminate the contract by giving three months' notice to the Firm, without assigning any cause or reason for such termination. The Firm shall not be entitled to claim any compensation or any damages for such terminations.
 - ii. Termination of the Contract: In the event of any breach of contractual obligations as per the contract, including scope of work, BEML Limited reserves the right to terminate the contract, by giving three months' notice and accordingly the Security deposit / Bank Guarantee of the bidder will be forfeited.
- h. **Earnest Money Deposit (Refundable) :**
 - i. The bidder will be required to furnish EMD amount of Rs. **35,574/- (Thirty Five Thousand Five Hundred and Seventy Four only)** in the form of crossed demand draft/ Banker's cheque or 'Online Payment/ E-Payment' from any Nationalized/Scheduled bank approved by RBI only (cheque and other mode of payment not acceptable) in favour of M/s BEML Limited, payable at KGF. As a proof of the above, the firm has to upload scanned copy of the DD along with the technical bid on SRM Platform.

- ii. The EMD amount of Rs. **35,574/- (Thirty Five Thousand Five Hundred and Seventy Four only)** of the successful bidder will be adjusted against security deposit, which will be returned to the Firm without any interest after successful completion of the contract. Further, the EMD of unsuccessful bidders will be returned without any interest after the finalization of the contract.
 - iii. The EMD amount of Rs. **35,574/- (Thirty Five Thousand Five Hundred and Seventy Four only)** will be en-cashed by BEML, if the performance of the Firm is not satisfactory or on account of the violation of any terms and conditions of the contract. The decision of the Head of the certifying authority will be final with regard to the encashment of EMD amount of Rs. **35,574/- (Thirty Five Thousand Five Hundred and Seventy Four only)**
 - iv. No interest shall be paid on the EMD amount.
 - v. The bidders who are having a valid registration certificate of statutory bodies (like NSIC “The National Small Industries Corporation Ltd”, Micro and Small Enterprises (MSEs) are exempted from submission of EMD amount as per applicable rules. As a proof of the above registration, the firm has to upload the valid registration certificate along with the technical bid on SRM Platform.
- i. Security cum Performance Bank Guarantee:**
The successful bidder has to provide Security Deposit for 10% of the contract value (excluding Taxes and duties) in the form of Bank guarantee obtained from a Nationalized Bank/ Scheduled bank approved by RBI and valid for contract period from the date of contract to beyond 6-months of contract period. The above deposit will be held by the company as security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from the above security deposit or from any sums that may be due or may be due or may become due, to the contractor by the company on any account what-so-ever, will be returned without any interest and in the event of the security deposit being reduced by reasons of any such deductions, the contractor shall within 10 (Ten) days thereafter make good these deductions.
- j. Documents to be produced:**
The documents as indicated in “Mandatory Qualification” criteria i.e. SI Nos. 1 to 7 of Para 6 (B) should be uploaded in technical bid as applicable in Attachment Folder on SRM Platform.

k. Requirement of Labours deployed:

a. The Labours deployed in the contract shall be :

- i. ESI registered
- ii. Healthy and able bodied persons capable of executing the subject jobs.
- iii. Age between 18 and 60 years.
 - iv. The labourers deployed should be punctual, dutiful, and obedient in nature and maintain discipline and conduct while working within the premises of the company.

l. On award of contract, the Firm shall execute an agreement in a bond paper of Rs. 200/- (Rupees two hundred only) as per the format given by M/s. BEML Limited to carry out the subject work as per terms and conditions as directed.

m. Sub-Contract / Sub-letting:- This works contract awarded by BEML Limited to the successful bidder, shall not be sub-contracted to any other party under any circumstances whatsoever.

n. Facilities:

- i. Canteen facilities will be extended by BEML on cost basis as per the norms of the company.
- ii. The contractor shall make his own arrangement for accommodation and Transportation of his labours TO & FRO BEML factory.

o. **Service Tax:**

- i. Service tax extra as per applicable GST.
- ii. The bidder has to produce the challan as proof of the payment to the service tax authority.
- iii. GST will be reimbursed on the condition that the service tax claim has to be shown separately in the invoices.
- iv. To claim the Service Tax, contractor must have a GST registration number.
- v. Further, the contractor has to deposit Service Tax as per GST rules.
- vi. The bidder is liable to pay all the applicable taxes & duties as per GST which may come into force during the execution of the contract to the statutory authorities.

p. **Risk Purchase Clause:**

Applicable, if the contractor fails to execute the services as per the terms and conditions of the Contract for reason whatsoever it is, BEML Ltd., has the right to get it independently from available resources and the loss if any to the company will be recovered from the contractor.

q. Safety & Statutory Requirements:

- The firm shall comply with all safety regulation and statutory requirements as per Factories Act 1948. The Contractor have to ensure that the labours engaged by them shall wear appropriate PPE (Personnel Protective Equipment) as applicable to the work situation and also provide medical certificate as proof of periodic health check of the contract personnel. This is a mandatory requirement of ISO 14001: 2015 and OHSAS 18001:2007.
- The Statutory requirements like ESI/PF/Labour License Contract/Labour Insurance in respect of contract personnel will be taken by the firm and a monthly return would be submitted by them to HRD for verification.
- The firm shall take full responsibility for taking precautions to prevent loss or damage to the property of BEML Ltd., They 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 damages to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, all the personnel employed by Contractor shall be covered by **All Risk Insurance Policy**. The Insurance Policy has to be kept valid till the contract period is completed. The Policy shall be taken at firm's cost showing BEML LTD as the PRINCIPAL to simplify the work in the matter of raising claims and settlement thereof.
- The firm shall keep BEML LTD fully indemnified and harmless at all times in respect of breaches if any of the said laws and against claims for workmen on any account. The firm shall possess the following mandatory requirements of BEML LTD as under:
 - PF registration Code Number (Karnataka State)
 - ESI registration Code Number (Karnataka State)
 - Income Tax PAN number
 - GST Registration Number
 - Valid Labour License issued by Labour Department
 - The documents in original shall be presented on demand to BEML LTD as and when required.
 - BEML LTD shall not be at any time responsible for any injuries caused due to accident within the factory premises or at the place of work. The firm shall make proper arrangements for medical treatment to their personnel.
 - BEML LTD shall provide first aid to firm's workmen in case of emergencies which will be on chargeable basis.
 - The firm should possess the required license issued by the office of the Regional Labour Commissioner, Karnataka under section 12(1) of the contract labour (Regulation & Abolition Act 1970) for taking up the contract inside BEML LTD.,
 - **Safety aids**
All appropriate and mandatory personal protective equipment shall be provided by the contractor and to be used by firms Personnel working in the respective areas to ensure their safety and the safety of others present. These will include use of Helmets, gloves, goggles, Face shield, Safety Shoe, uniform, masks etc., & those that are found appropriate.

r. **Working hours and Personnel deployment:**

i. The workmen deputed should work in two shift basis as per the shift timings which are already operational in the Complex. However, in case of urgency/emergency third shift operation shall also be done.

Adequate man power should be deployed to complete the work as per requirement. The firm should also deploy additional man power in case of exigency and Sundays / Holidays / Leaves / Absenteeism.

If the workload is increased, the workman may have to overstay in order to complete the works on time after taking permission of the shop in charge and security department.

Manpower to be deployed for all the 6- working days and if required on Sundays & Holidays.

Leave for their labour can be **staggered across** all the 6 working days in a week for the Contract labours so that activities will be executed for all the 6- working days and if required including Sundays & Holidays to avoid discontinuity in activities.

Log book to be maintained by the Firm in the respective shops and record the receipt of the works & completion of the activities date wise.

The firm will make arrangements for proper Supervision/Inspection of the works by Qualified/certified personnel.

The firm to update BEML on periodic basis regarding training conducted and maintains records of training provided to every labour and supervisor who is deployed in BEML.

The personnel deployed for the above contract need to be verified regarding their character and conduct from the local police station. The above Character and conduct certificate need to be submitted to Manager HR within one month from the date of awarding the contract.

- ii. Neither party shall be liable to the other or for any indirect or consequential loss or damage due to any cause whatsoever, which loss or damage shall include loss of profit, loss of business opportunity, loss of capital or loss of production.
- iii. The firm shall comply all the provisions of contract labour (R&A) act 1970 and Central rules made there under and minimum wages act 1948 and rules made there under applicable to him. BEML LTD. shall not be responsible for any injuries caused due to accident within the factory premises or at the place of work. The firm should make proper arrangements for medical attention and treatment to his staff. The firm will cover his staff under ESI scheme which will help them to receive medical attention during employment, sickness etc., including compensation for injuries arising out of employment and during the course of employment.

The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to

Contract Labour (Regulation and Abolition) Act, 1970,
 Employees Provident Fund and Misc. Provisions Act, 1952,
 Employees" State Insurance Act, 1948,
 Minimum Wages Act 1948,
 Payment of Wages Act, 1936,
 Payment of Bonus Act, 1965,
 Payment of Gratuity Act, 1972,
 Employees Compensation Act, 1923,
 Employers Liability Act1938,
 Industrial Disputes Act, 1947,
 Factories Act, 1948,
 Shops & Establishment Act (relevant to the State),
 Child Labour (Prohibition & Regulation) Act, 1986,
 Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013,
 Mines Act, 1957 or
 any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.

Contractors shall maintain all relevant Registers/Records under Contract Labour (R&A) Act1970 and Central Rules made there under, and produce them for verification as and when called for by the company/inspecting Authorities.

Contractor has obtained/shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.

iv. The personnel engaged by the firm shall wear uniform provided at all times when in BEML premises which will be different and distinguishable from BEML's uniform. Personal identification badges should be obtained from and should be displayed by workmen at all times while in BEML premises.

v. Liquidated Damage:

Firm is liable to pay following penalties as liquidated damage for not meeting the contract requirements:

SI	Description	Delay beyond 1 day
1	Deburring, chipping, grinding at Plate shop	Based on department head feedback, If the work is not taken up after one shift of allotment, a penalty of Rs.1000/- will be levied for each occurrence.

s. Payments:

- i. 100 % payment will be made against certification of users department. The contractor is liable for deduction of 2% Income Tax as per Income Tax Act-1961 section 194C. The invoice should be attached with the work completion certificate duly certified by the shop in-charge, quality control and progress department, subject to the following with PAN No. and GST Reg No.
- ii. After certification of concerned shop in-charge, quality control, industrial engineering, production control department, concerned shop in-charge has to arrange to make Service entry through SAP System for payment. Based on service Entry, Local Finance will process the bills for payment to the contractor.
- iii. The workmen employed by the contractor shall be covered by ESI, PF act and other statutory act that exists that may be in vogue from time to time. The contractor shall keep the company fully indemnified and harmless at all times in respect of breaches if any of the said laws and against claims of the workmen on any account.
- iv. The contractor shall ensure payment of applicable Central Minimum Wages to the labour as prescribed by Govt of India from time to time and forward a statement along with signatures obtained from their labours for having received the payment.
- v. The above statement should be enclosed with the PF and ESI remittance documents and should be co-ordinated by their welfare- HRD department, BEML, KGF complex for statutory compliances before submitting the bills to accounts department.
- vi. The coordinated statement by welfare-HRD should be enclosed to your bills or otherwise no payment will be made.

t. Inspection:

Our inspection officer will inspect the components after completion of the operation. If the work has not been completed satisfactorily, the contractor should carry out the necessary rework as per the directions of our inspection officers. If the work is not carried out as per the standards required, BEML reserves the right to terminate the contract without giving any notice and any compensation whatsoever.

u. Rejection:

The contractor will be eligible for payment of the processing charges to the extent of finished products accepted by us. In the event of rejection of the finished products due to the contractor's faulty operation, or due to damage during handling, the contractor should make good the cost of components, materials supplied to the contractor by BEML. In addition, the contractor will not be eligible for the charges for services carried out for the rejected quantity. The cost of the rejected material will be recovered from contractor's bills and the rejected materials will be handed over to rejected stores of BEML EM Division, KGF from where the contractor has to collect the item. If the items are not collected within 15 Days from the date of intimation, the same will be disposed by us without any further intimation.

v. Disputes:

All disputes arising out of this contract shall be referred to the decision of the Complex Chief at Kolar Gold Fields.

Disputes / Damages : All claims arising by OR at the instance of the LABOURERS OR THEIR HEIRS OR SUCCESSORS, INCLUDING CLAIMS UNDER the Workmen's Compensation Act of the Central Govt. from time to time shall be met by the Firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the Firm.

- i. In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm. Such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers 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 Firm and at its option also be entitled to terminate the contract.
- ii. **“Arbitration of Disputes”** :
Disputes, if any, that may arise between the parties in any of the matters connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited and the proceedings shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in KGF/Bangalore”.
- iii. 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 therewith, the courts situated at KGF/Bangalore shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

Scope of work:

BEML Limited, EM Division KGF would like to allot “Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch / Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”, KGF

The contractor has to make his own arrangements as detailed below:

- a. Indicative Man power deployment:** Semi skilled/Unskilled labour as following.

Sl. No.	Shift	Indicative Manpower
1.	I	12*
2.	II	6*

* - May increase/decrease depending on work load.

The contractor should provide manpower as required on all working days / Sundays / holidays on two shift basis and also in 3rd Shift if required for carrying out the various operations / services satisfactorily in time without any complaints.

- b.** Daily attendance of Contract workers to be submitted to HR Dept through User Dept. on monthly basis.
- c.** Successful bidder has to supply the man power from the date of issue of acceptance letter.
- d.** BEML will provide the following Items/ Materials at free of Cost:
 - i. Place and Power.
 - ii. Hand Grinding Machine with wheels. Further wheels will be provided after return of worn out wheels. Grinding machines provided by BEML should be maintained properly with utmost care. Any abnormal damages to the grinding machines noticed, the same will be charged to the firm.
 - iii. Plate components cut in flame cutting and sheared sheets/plates for carrying out Deburr, chipping, grinding.
 - iv. Handing over and collection of items would be done by concerned shop progress department.

Under taking to be given by the Tenderer:

I / We agree to execute the works mentioned – “Works Contract for Deburring, chipping and grinding of flame cut and sheared plates of Plate Shop at EM Division “ coming under the scope of work and the terms and conditions as directed. In the event of the Company accepting my/our tender, I/We hereby agree to execute an Agreement in the form as required by the Company and to duly perform my/our obligation, as undertaken in this tender and the agreement to be executed by me/us. I/We have read and understood the `SCOPE OF WORK` and Conditions and General Terms and Conditions of the Tender before submitting my/our tender for this work and I/We agree to abide by the Terms and Conditions out-lined above.

COMMERCIAL BID

SUB: “Works Contract for Deburring, Chipping & Grinding of Flame cut / Plasma cut / Sheared / Hand Torch / Cut / Hacksaw cut plates components edges at Plate Shop of EM Division”, KGF

Sl	Description	Qty in meters	Unit price [In Rs] per running meter length.	Total amount [In Rs]
1	Deburring, chipping and grinding of flame cut and sheared plates of Plate Shop at EM Division	7,26,000 (Seven Lakhs Twenty Six Thousand meters)		

NOTE:

- The rate quoted should be firm and Exclusive of GST. The quotations shall be valid for minimum period of 90 (Ninety) days from tender closing date.
- The intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Bidders are advised to visit the work areas and then quote.
- The rates are to be entered in the **BEML SRM system only**.

-END OF TENDER DOCUMENT-