

Ref : EMCP/1050011324/H&P/OB-A-D/Tender Document

Date : 09-12-2022

Tender Document

Subject

**Works contract for Deployment of Office Boys/Assistants and Drivers at H&P
Division, BEML Ltd., KGF.**

Tender Document

Subject Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF.

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1. Tender Notice

Senior Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115, invites Tenders in two-bid system (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF.

| SlNo | Description | Details |
|------|-------------------------------|------------------------------|
| 1 | Approximate value of contract | 67.34 Lakhs (Excluding GST). |
| 2 | Duration of the contract | One Year. |

Note : (1) Value indicated at 1 above includes Labour Expenditure and Supply of Items, etc.

(2) Firm to quote rate/unit in Rs (excluding GST) against all BOQ items .

(3) Labour expenditure like monthly wages, PF, ESI, Annual Bonus, Annual Leave Wages, Holidays Payment, Applicable Shift Allowance, Applicable Annual Increment, etc. to be paid by the contractor/firm as per prevailing wages and statues.

(4) Firm to consider all expenditures like expenses towards Uniforms, Shoes, Socks, ID Cards, Contribution towards KLWF, Labour License, Bank Guarantee, Workmen Compensation Insurance Policy, etc., while quoting their Price.

For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT.

Please refer Bid Invitation and all attachments also

Senior Manager - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

emekgf@beml.co.in

2. Letter to Bidder / Tenderer

To : M/s

Dear Sir,

Further to the tender notice (at page 3/34), 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.

BEML desires to establish **Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF.**

Bids in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can down load the tender document released along with this notification and quote in two bid system.

Instructions for submission of bids:

(1) **Pre-Qualification Bid** : EMD or Valid NSIC certificate/ MSME Udyog Aadhar Certificate/MSME Udyam Registration Certificate (Firms claiming EMD exemption), etc., are to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF - 563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address, etc.,

OR to be sent to e-mail emtenderbox@beml.co.in

BEFORE THE BID CLOSING DATE & TIME.

(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.

(A) Submission of Technical Bid :

(a) Please upload all the 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 website before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(c) Documents as indicated in the Technical qualifying criteria are to be uploaded in Collaboration Folder on SRM Platform. 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.

(d) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

(e) Please note that commercial bid / Price details should **not** be uploaded in the technical bid failing which the tender / bid will be liable for rejection.

(B) Submission of Commercial Bid :

(a) Please quote the price details in 'Item Data' in SRM system only against the respective items 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) **Before submitting the bid, Firms may visit the work place / site to know the scope of work.** Prior appointment may please be obtained from Manager – HR Department, H&P Division, Contact No. 08153-279471. e-mail : hkp@beml.co.in

(d) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).

(e) Conditional offers are liable for rejection.

(3) This Letter + Tender document + Corrigendum if any, will be part of the contract.

(4) For any technical issues / assistance in submitting the tender in SRM platform, firms may contact BEML SRM Team at CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027.

Phone : 080-22963269, 22963141

e-Mail : admin.srm@beml.co.in

(5) For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT. Also refer Bid Invitation and all attachments.

Thanking you,
For BEML Limited
Sr.Manager - Contract Purchase
EM Division,
BEML Nagar, KGF – 563 115.

| 2.1 | (A) Tender Description | Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF. | | | | | | | | | |
|--|--|--|--------|--------------------|--------------------|-------------|--------|-------------|-----|-------|-------|
| | (B) Contract Period | ONE Year. | | | | | | | | | |
| | (C) Tender Reference | EMCP/1050011324/H&P/OB-A-D/Tender Document dated 09-12-2022 | | | | | | | | | |
| | (D) Tender Closing Date / Time | Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in Bid Invitation / BEML website. | | | | | | | | | |
| | (E) Security Deposit | 10% of Contract Value (Including GST). | | | | | | | | | |
| | (F) Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under | Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against Form No III. | | | | | | | | | |
| | (G) PF / ESI | Firm should have PF/ESI Code Numbers OR on award of contract, successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Karnataka) they have to agree to obtain separate sub code for the local area. | | | | | | | | | |
| 2.2 | Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED) | | | | | | | | | | |
| (A1) Earnest Money Deposit (EMD) Returnable | Rs 1,35,000/-. (Rupees One Lakh Thirty Five Thousand only). | | | | | | | | | | |
| (a) Method for Payment of EMD (Earnest Money Deposit) : | | | | | | | | | | | |
| EMD to be deposited in particular Bank a/c and the same will be used for refund. | | | | | | | | | | | |
| For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details : | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Current Account No</th> <th>Division / Complex</th> <th>Customer ID</th> <th>CIF No</th> </tr> </thead> <tbody> <tr> <td>38285193426</td> <td>KGF</td> <td>19574</td> <td>40089</td> </tr> </tbody> </table> | | | | Current Account No | Division / Complex | Customer ID | CIF No | 38285193426 | KGF | 19574 | 40089 |
| Current Account No | Division / Complex | Customer ID | CIF No | | | | | | | | |
| 38285193426 | KGF | 19574 | 40089 | | | | | | | | |
| Link the account to your respective user id approaching local SBI. | | | | | | | | | | | |
| The accounts are first to be linked to the respective CIF mentioned against division. | | | | | | | | | | | |

Link the account to your respective user id approaching local SBI.

The accounts are first to be linked to the respective CIF mentioned against division.

Further administrator has to perform some steps to link the account to SBI collect.

SBI collect file is to be created and the branch is to be approached to approve the SBI collect link. Once it is approved by SBI Branch and their head office, they will provide one link and the same is to be provided to purchase department so that in each tender the respective link will be displayed.

Further auto sweep instruction to the respective cash credit account of the division is to be given.

Any clarification may be obtained from the respective bank and in case of difficulties, DGM(F), Corporate Office , BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027 may be intimated in order to take up with SBI.

Instructions for paying amount in the link

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

1. Click the link and it will take to the SBI collect site. (Annexure A)
2. Click the below conditions button and then proceed.
3. Select the below options (Annexure B)

State of Corporate / Institution * All India

Type of Corporate / Institution * PSU-Public section undertaking

Then click the Go

4. For PSU - PUBLIC SECTOR UNDERTAKING Name, select BEML LTD KGF- (Annexure C)

And then Submit

Select payment category as EMD/Tender Fee and fill the format (Annexure D).

Annexure A

The screenshot shows the State Bank Collect homepage. At the top, there is a navigation bar with "Products & Services" and "Know More". Below this is a banner with a globe, a laptop displaying "PAYMENT ONLINE", and the text "STATE BANK COLLECT A MULTI-MODAL PAYMENT PORTAL". A "DISCLAIMER CLAUSE" section is visible, containing the following text:

Terms Used

- > **Corporate Customer:** Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > **User:** The beneficiary making a payment to F/C/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment.)

Proceed

Waiting for www.onlinesbi.com...

Annexure B

The screenshot shows the State Bank Collect institution selection page. The URL is https://www.onlinesbi.com/sbicollect/sbclink/displayinstitutiontype.htm. The page features the SBI logo and "State Bank Collect" branding. Below the logo, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area is titled "State Bank Collect" and includes a timestamp "05-Aug-2019 [12:51 PM IST]". The page prompts the user to "Select State and Type of Corporate / Institution".

State of Corporate / Institution *

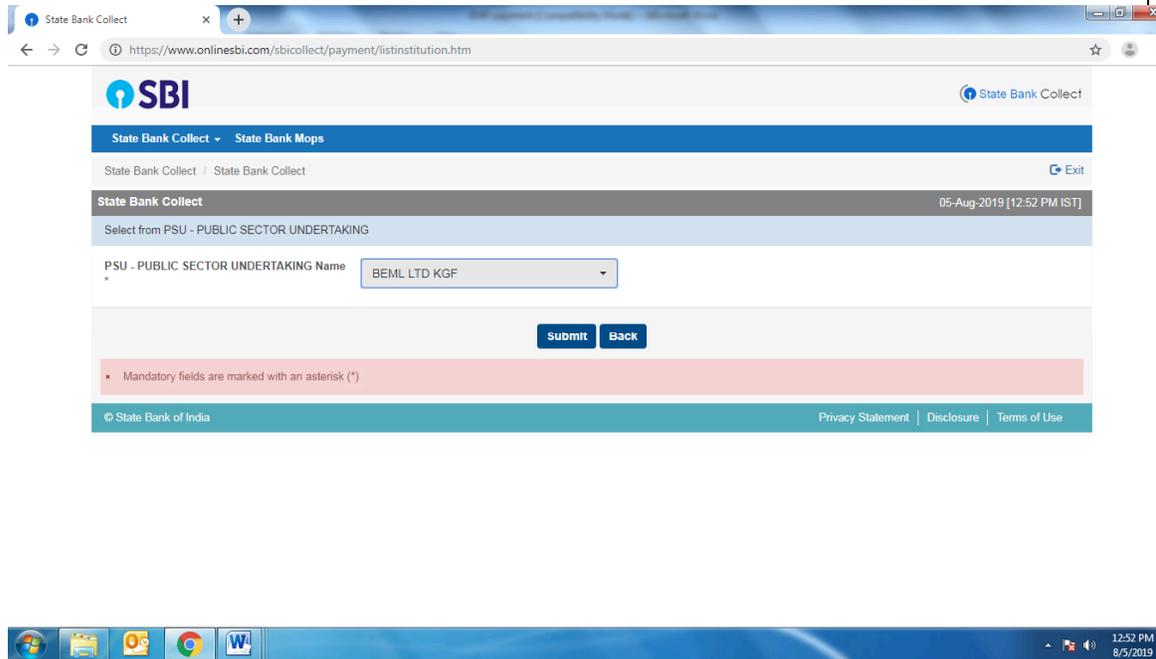
Type of Corporate / Institution *

Go

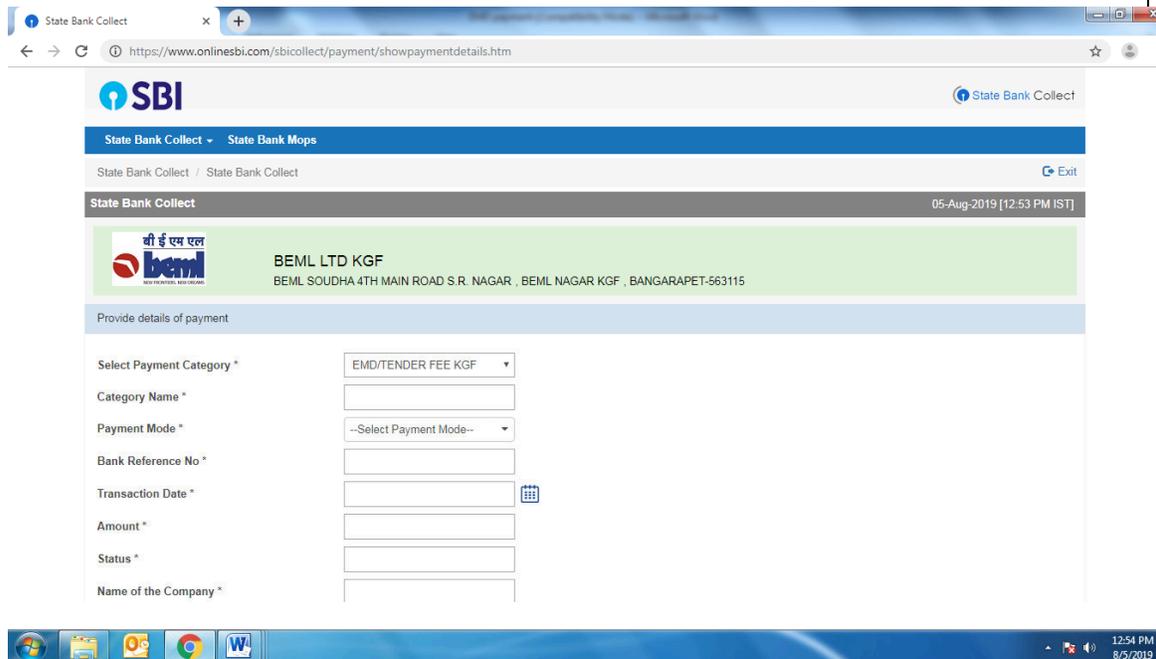
- Mandatory fields are marked with an asterisk (*)
- State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

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Annexure C



Annexure D



If EMD amount is exempted, copy of relevant valid documents like NSIC certificate / MSME Udyog Aadhaar Certificate/MSME Udyam Registration Certificate, etc are to be submitted.

BIDS NOT COMPLYING WILL BE REJECTED

2.3 Pre-Bid Meeting / Study

(Not Mandatory but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract : Manager - HRD, H&P Division, BEML Limited, KGF,

Contact No. 08153-279471. e-mail : hkp@beml.co.in

Pre-Qualification Bid Envelope should contain details of A1 [(a) or (b)] and A2.

Pre-Qualification Bid Envelope should be addressed to :

DGM - Contract Purchase,
EM Division,
BEML Ltd.,
BEML Nagar,
KGF – 563 115.

Pre-Qualification Bid Envelope should reach CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.

OR

Soft copy of Pre-Qualification documents can be sent through email to id: emtenderbox@beml.co.in before tender closing time on tender closing date.

BIDS NOT COMPLYING ABOVE WILL BE REJECTED

Note :

(a) Bidders are suggested to upload all requisite documents well in advance (before closing date), not resorting to last date last minute uploading, which may result in improper /missing of documents uploading.

(b) Bidder has to submit all the requisite documents for qualifying in Technical bid. It is suggested to cross check all the documents against the list after uploading on SRM, to ensure that all the necessary documents are correctly uploaded.

(c) In case some of the requisite documents are not submitted / uploaded by the bidders / if clarity in documents are not found, BEML reserves the right to reject the bid.

Decision of BEML in this regard will be final and binding.

(d) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names ie.,

(1) For signed & sealed NIT Acceptance letter –FILE NAME = NIT_AL_Signed&Sealed

(2) For Annual Turn over certificates – FILE NAME = Annual_Turnover etc.,

Do not club all the documents in one single file.

(e) Bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.,) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration, firm has to upload the valid registration certificate along with technical bid on SRM.

(f) Bidder may visit the site for better understanding of the area/work involved etc. before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.

(g) Items (if any) quoted by the vendor has to conform specified brand / requirement /IS and their samples to be approved by BEML before bulk supply.

(h) Firm has to ensure updating their GST details at BEML WEB SITE www.bemlindia.com

2.4 Technical Bid : Qualifying Criteria

Scanned copies of following documents are to be uploaded

(BIDS NOT COMPLYING WILL BE REJECTED)

| SI No | Description | Requirement | Additional Information |
|-------|--|--|--|
| B1 | NIT Acceptance Letter (Down load from SRM Platform or refer page 34 of this document) | Scanned copy of signed letter with seal to be uploaded. | NIT Acceptance Letter is at Page number 34 (1 page) |
| B2 | Corrigendum if any (To be down loaded from BEML website www.bemlindia.com) | | Same to be signed with seal, scanned and to be uploaded on SRM Platform. |
| B3 | Average Minimum Annual financial Turn over in the last 3 years : Rs. 20.20 Lakhs | Scanned copy of letter or Profit & Loss Account Statement Certified by practicing Chartered Accountant to be uploaded. | Latest three financial years or FYs 2020-21, FY 2019-20 & FY 2018-19 will be considered). |
| B4 | Experience in executing similar type of works or labour deployment, completed during last 7 years ending last date of the previous month of date of publication of NIT, value greater than or equal to the said requirement indicated below : 1 Similar work of Minimum value : Rs 53.88 Lakhs 2 Similar works each of Minimum value : Rs 33.67 Lakhs 3 Similar works each of Minimum value : Rs 26.94 Lakhs | Enclose satisfactory work done / performance certificates (Not work orders /POs) issued by the customers. | (a) The experience certificate shall be considered only for the works completed in full & complete. (b) Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (c) If the works /contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate. |
| B5 | 3 Assessment Years IT returns Filing | Scanned copy to be uploaded | Latest 3 AYS OR for AY 2021-22 AY 2020-21 AY 2019-20 |

Bids without above indicated documents will be rejected.

| | | |
|-----|--|--|
| 2.5 | QUESTIONNAIRE (To be filled in by the Tenderer and to be uploaded along with the Technical Bid) | |
| 1 | Name in full and address, under which the tenderer is proposing to execute the contract. | |
| 2 | Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM/H&P Division). | |
| 3 | Address of official premises at KGF, if any. | |
| 4 | Address of official premises at other places | |
| 5 | Telephone / Mobile / Fax / e-mail ID | |
| 6 | Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works. | |
| 7 | Indicate ESI Registration/ Code No. | |
| 8 | Indicate PF Registration / Code No. | |
| 9 | Indicate GST Registration No. and applicable SAC for the subject work. | |
| 10 | Firm has to update their GST details on BEML website (www.bemlindia.com). | |
| 11 | Nature of other works contracts and period dealt(Add additional sheet and upload if required). | |
| 12 | Details of works carried out for the past three years. | |
| 13 | Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them) | |
| 14 | Does your agency have ISO registration? If so, give details. | |
| 15 | Income tax PAN No | |
| 16 | Copies of satisfactory performance certificates with value executed | |
| 17 | Quoted price is deemed to be Exclusive of GST | |
| 18 | Self declaration by vendor that they are not black listed by any Govt / PSU organization. | |

| | | |
|---|---|--|
| 19 | <p>Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <ol style="list-style-type: none">1. Vendor Code :2. Vendor Name :3. Account No :4. Name of the Bank : Address :5. IFSC Code : (Indian Financial System Code)6.MICR Code : (Magnetic Ink Character Code)7. NEFT Code : (National Electronic Fund Transfer) | |
| <p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p> | | |
| <p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p> | | |

2.5 Important Notes :

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
- 7. Selection of L1 firm will be based on the least net quoted rate for all line items of BOQ. i.e "Sum [(QTY x Unit Rate)]".**
8. Payment will be against certification of User Department (L046 code in SRM). Bidders are requested to indicate/select the same while quoting commercial bid.
9. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process

3.Scope of Work, Special Terms and Conditions

| | |
|---|--|
| 1 | Contractor has to engage 13 Office Boys / Assistants (10 Unskilled MoS Above 20 years of service + 3 Unskilled Non-MoS) and 9 Drivers - HVM(9 MoS Above 20 years of service) on all working days, and on Sundays/Holidays 1 Office boy(Unskilled MoS Above 20 years of service) and 2 Drivers – HVM (2 MoS Above 20 years of service) at H&P Division, BEML Ltd., KGF. |
| 2 | <i>MOS - Memorandum, of settlement between BEML Contract Workers Union (BCWU), KGF Complex and contractors signed before deputy chief labour commissioner (central) is valid upto 31-03-2024 wherein BEML management was a witness.</i> Office Boys / Assistants and Drivers covered under this MoS, shall be preferred for deployment. |
| 3 | Deployment should be in the shifts allocated, as directed by Contract In charge. Deployment of Office Boys/Assistants and Drivers to be done on Sundays / Holidays, as directed by Contract In charge. |
| 4 | BEML reserves the right to utilize Office Boys / Assistants / Drivers at any division of KGF Complex (EM Division/H&P Division/R&D/HFU) based on the requirement. |
| 4 | 10 Office Boys / Assistants and 9 Drivers covered under MoS are to be deployed. Balance 3 Office Boys / Assistants from existing Office Boys / Assistants, working in the current contract. For any additional requirement to meet the daily requirement or to cover absenteeism, the contractor may deploy fresh Office Boys/Assistants/Drivers. Deployed Office Boys/Assistants/Drivers should be healthy and able bodied persons capable of executing the subject job. Contractor need to have additional Office Boys/Assistants/Drivers to cater weekly offs and general holidays, absenteeism, reliever reserve and any other contingency, etc. |
| 5 | Daily / monthly attendance of Office Boys/Assistants/Drivers deployed should be submitted to HR Department through User Departments. |
| 6 | Contractor shall provide manpower as required on all working days for carrying out the various services satisfactorily in time without any complaints. Number of persons required will be intimated from time to time by the user departments through HR Department. |
| 7 | Contractor shall arrange for his staff to work in any shift as per the requirement, the timings for which will be indicated by the concerned department OR their nominees from time to time. |
| 8 | Any additional requirement of Office Boys/Assistants/Drivers to be met by deploying fresh Office Boys/Assistants/Drivers. |
| 9 | Firm has to consider the expenditures towards BG charges, WC Policy charges, Admin charges, Karnataka Labour Welfare Fund contributions, ID card charges, Charges for Uniform and other PPE items, contractor profit, etc., while quoting. |

4. Terms & Conditions

| 1 | This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|------------------------------------|-------------|--|--|-------------|------------------------|--|-------------|-----------|--|-------------|--------------|-------------|---------------|--------|--------|--------|--------|--------|--------|--------|----------------------|-------|----|-------|---------------------|-------|----|-------|-------------------------------------|-------|-------|--------|
| 2 | 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 Act 1938, 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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Contractor has to engage 13 Office Boys / Assistants (10 Unskilled MoS Above 20 years of service + 3 Unskilled Non-MoS) and 9 Drivers - HMV (9 MoS Above 20 years of service) on all working days, and on Sundays/Holidays 1 Office boy (Unskilled MoS Above 20 years of service) and 2 Drivers – HMV (2 MoS Above 20 years of service) at H&P Division, BEML Ltd., KGF. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works, aged between 18 to 60years and Punctual. Workmen without ESI Number will not be allowed inside the factory for any work against this contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Labour deployed for the above contract need to be verified regarding their character and conduct from the local police station (BEML Nagar, KGF). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Following are the details with regard to payment of existing minimum wages : <table border="1" data-bbox="321 1234 1409 1696"> <thead> <tr> <th colspan="4">Wages/Day (in Rs) as of 01.10.2022</th> </tr> <tr> <th rowspan="3">Description</th> <th colspan="2">Office Boys/Assistants</th> <th>HMV Drivers</th> </tr> <tr> <th colspan="2">Unskilled</th> <th rowspan="2">MoS A20 (9)</th> </tr> <tr> <th>MoS A20 (10)</th> <th>Non-MoS (3)</th> </tr> </thead> <tbody> <tr> <td>1. Basic Wage</td> <td>350.00</td> <td>350.00</td> <td>494.00</td> </tr> <tr> <td>2. VDA</td> <td>127.00</td> <td>127.00</td> <td>177.00</td> </tr> <tr> <td>3. Service Weightage</td> <td>97.00</td> <td>--</td> <td>97.00</td> </tr> <tr> <td>4. Annual Increment</td> <td>20.00</td> <td>--</td> <td>20.00</td> </tr> <tr> <td>5. Statutory @ 16.25% (PF+ESI+EDLI)</td> <td>96.53</td> <td>77.51</td> <td>128.05</td> </tr> </tbody> </table> | Wages/Day (in Rs) as of 01.10.2022 | | | | Description | Office Boys/Assistants | | HMV Drivers | Unskilled | | MoS A20 (9) | MoS A20 (10) | Non-MoS (3) | 1. Basic Wage | 350.00 | 350.00 | 494.00 | 2. VDA | 127.00 | 127.00 | 177.00 | 3. Service Weightage | 97.00 | -- | 97.00 | 4. Annual Increment | 20.00 | -- | 20.00 | 5. Statutory @ 16.25% (PF+ESI+EDLI) | 96.53 | 77.51 | 128.05 |
| Wages/Day (in Rs) as of 01.10.2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description | Office Boys/Assistants | | HMV Drivers | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Unskilled | | MoS A20 (9) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | MoS A20 (10) | Non-MoS (3) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Basic Wage | 350.00 | 350.00 | 494.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3. Service Weightage | 97.00 | -- | 97.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Annual Increment | 20.00 | -- | 20.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Statutory @ 16.25% (PF+ESI+EDLI) | 96.53 | 77.51 | 128.05 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Minimum wages are expected for revision on 1 st April and 1 st October every year. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Contractor has to make payment to labours on or before 7 th of every month. Statutory payments like ESI, PF, EDLI, etc., have to be made every month regularly. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Contractor shall ensure payment of minimum wages prescribed by the central Govt. from time to time. During the contract period, statutory increase such as minimum wages, VDA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 9 | etc. prescribed by Central Govt. if any, to be borne by the Contractor. |
| 10 | After disbursement of wages, on or before 7 th of every month, contractor shall submit proof of payment made to labours (such as bank statement) to HRD. |
| 11 | Contractor should pay applicable bonus to their labours of this contract, once in a year as per bonus act. |
| 12 | Contractor should give leave with wages as applicable under factory act for all his contract labours of this contract. |
| 13 | Contractors should give paid holidays for applicable National holidays / Festival holidays and any additional holidays as per government directives, for all his contract labours of this contract, as per prevailing guidelines. |
| 14 | Contractor has to submit work certification from user department for processing of monthly bills. Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers and work certification from the Contract In-charge, for processing of the monthly bills. Payment will be made against the submission of requisite documents as detailed above. Contractor shall submit bills after satisfactory completion of the work every month to the Contract In-charge, along with said documents. |
| 15 | Contractor should pay II/III shift allowance to the applicable labours. Presently shift allowance is Rs 10/- for II Shift & Rs 20/- for III Shift. |
| 16 | Since this is a works contract, finalized rate will be firm for the contract period of one year. Any increase in minimum wages, VDA, etc., has to be borne by the contractor. Finalized rate shall be inclusive of all viz., wages, statutory payments, bonus, shift allowance, annual increment, leave wages and other expenses, etc. |
| 17 | Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal) on monthly basis. |
| 18 | GST is applicable as per prevailing rates. Contractor has to produce the challans as proof of the payment to the tax authority. GST is applicable on gross amount payable to the contractor. |
| 19 | Canteen facilities may be extended on cost basis as per the norms of the company. |
| 20 | Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees' provident fund act 1952 and Employees' state Insurance Act 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own code to the concerned account numbers of labour, In case the contractor fails to remit the above statutory payments. BEML, as principal employer, shall have the right to make the payments on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all code numbers and also individual account numbers to BEML. |
| 21 | Contractor shall submit copies of challans, returns, receipts, various Registers/ Returns or any other proof for having remitted PF & ESI contributions along with monthly bill to the Finance department. Only after due verification of the bills and returns / challans on the evidence of remittance of the PF, ESI, EDLI, payment shall be made to the Contractor. If the contractor fails to pay the wages to their labours on or before 7th of every month, appropriate penalty shall be imposed for non compliance. |

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| 22 | Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for his labours. | |
| 23 | Sub-contract/sub letting: Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party. | |
| 24 | Contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. Contractor shall also provide consolidated statement showing the month wise summary statement of the payments made against each labour. | |
| 25 | On award of contract, firm shall execute an agreement in a bond paper of Rs 200/- as per the format given by M/s BEML Limited to carry out the subject work as per terms and conditions as directed. | |
| 26 | Contractor shall obtain valid labour license from the Competent Authority (Central Government) and submit it to the Contract-in- charge. Valid labour License / Proof of applying for the same to be submitted within thirty days of issue of Purchase Order. | |
| 27 | Over time wages : No labours shall be allowed for deployment on overtime work basis on whatsoever circumstances. Contractor/agency should deploy labours only for 8 hours/day. Due to unavoidable circumstances if any labour is deployed on overtime work / on weekly day of rest / on any day including Sundays / Holidays, then the contractor / agency shall pay the overtime wages / extra allowances, as per the provisions of factories act and rules made there under wages act. Wages for their extra working for such time is to be regulated as per factory's act. BEML shall not reimburse the above said payment. | |
| 28 | Work should be carried out in allotted shifts. Labours shall be engaged as specified by the contract-in-charge. | |
| 29 | Quantity indicated in the BOQ is One year requirement. | |
| 30 | Following conditions are deemed to be included in the quote : (1) 15 days Leave / Leave payment (to be borne by the contractor). (2) Payment of PF & ESI (should be paid by the contractor). (3) Bonus once in a year as per bonus act (should be paid by the contractor). (4) Items to be issued by the contractor : (a) One pair of shoes with Two pairs of socks. (b) Two pairs of stitched uniforms. (c) Identity Card. | |
| 31 | In the event of contract labour, the contractor is responsible for implementing the provision of the contract labour act in total and also responsible for any repression arising there from non compliance thereof. | |
| 32 | Work shall be carried out on every working day unless & otherwise specified by Contract In-charge. | |
| 33 | Contractor should produce his muster rolls duly certified by the officer in charge or his representative, once in a month say before 7 th of each month, so that the ESI/PF amount can be ascertained and recovered/payment obtained. | |
| 34 | If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty the penalty damage, will be recovered by the company from the bills of the contractor. | |
| 35 | Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes and produce them for verification as and when called for by company inspecting authorities. | |

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| 36 | Contractor is required to submit the daily attendance of labours engaged duly certified by the in charge or his representative. | |
| 37 | Contract labour (Regulation and abolition) Act 1970 under section-12 and rule 21prescribes that every contractors who employees labour for executing contract works, should obtain license from labour authorities to carry out any works contract, so that the laborers employed by the contractor are not deprived of the facilities provided under the Act, such license shall be produced to BEML authorities before commencement of work. | |
| 38 | <p>ACCIDENTS INJURIES AND DAMAGES : From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. In addition the contractor shall also be responsible against all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract (Workmen Compensation Insurance Policy).</p> <p>In the event of any accident / injury / disablement to the labour / Driver / supervisor, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent in addition to the medical treatment / assistance.</p> | |
| 39 | <p>LABOUR ACTS : Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to satisfaction of Contract-in-charge. The contractor shall remain liable for the payment of all wages or other remuneration to his labours or employees under the payment of Wages Act1936, Employees liability Act 1933 Workmen’s Compensation Act 1923, ESI Act 1948 or any other acts or enactment relating thereto and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen’s compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.</p> | |
| 40 | Finalized Charges will remain same for the contract period of One Year. | |
| 41 | Contract will be in force for a period of one year from the date of commencement, at firm rates, terms & conditions. | |
| 42 | Uniform and all other PPE items shall be provided by the contractor. These items are to be duly certified at HR office. The certificate should be available with the contractor for verification at any time. | |
| 43 | Entry and exit of labours is controlled by the security authorities of the company. Contractor should strictly adhere to the timings of entry and exit laid down by the authorities. | |
| 44 | If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upto, 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. The same will be borne by the contractor. | |
| 45 | BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons. | |
| 46 | 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 | |

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| 46 | Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labours 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. | |
| 47 | Arbitration of Disputes : Venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. | |
| 48 | Disputes, if any that may arise between the parties in any of the matter 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. Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore. | |
| 49 | All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Divisional Chief, H&P division 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 KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon. | |
| 50 | Contractor has to make arrangements for providing requisite manpower with necessary safety appliances, to execute the work on time. | |
| 51 | Contractor shall arrange for the work in shift assigned rules subject to security check and instructions of the company rules laid down from time to time. All the labours, supervisors shall have photo identity cards which should be produced while on duty for identification. | |
| 52 | Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions. | |
| 53 | Contractor shall employ requisite labour to ensure best workmanship of the degree required under various specifications and to satisfaction of Contract In-charge. | |
| 54 | In the event the contractor fails or neglects to pay amount, due to him under Workmen's Compensation act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor. | |
| 55 | BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units. | |
| 56 | Due date for submission of tenders may be extended by BEML, in its sole discretion , which shall be announced as corrigendum to original NIT . Validity of bids submitted shall be deemed to be extended accordingly. | |
| 57 | BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected bidder or any obligation to inform affected bidder, the grounds of such action. | |
| 58 | Correspondence exchanged against the tender from both bidder and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. | |

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| 59 | BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited. | |
| 60 | Penalty Clause | |
| | SINo | Description |
| | 1 | ID Card to be issued within one month from the commencement date of the contract. |
| | 2 | To produce Workmen Compensation Insurance Policy before commencement date of the contract. |
| | 3 | Stitched uniform, shoes, socks to be provided within 30 days from the commencement date of the contract. |
| | 4 | Contractor shall obtain license from the competent authority / Proof for applying for the same to be submitted within 30 days of PO issue. |
| | 5 | Security Deposit / BG to be submitted within specified period. |
| | 6 | Daily/Monthly attendance details to be submitted to HR with co-ordination of user Department. |
| | 7 | Monthly wages to be paid on or before 7th of every month |
| | 8 | Bonus to be paid within the stipulated date declared by BEML |
| | 9 | For every manday short supply |
| | 10 | Any shortage/non-supply of PPE items. |
| 61 | Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated | |

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| 61 | till the hold is officially lifted and confirmed in writing. | |
| 62 | BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final. | |
| 63 | BEML is not obligated to contract for any of the services described in the Tender. | |
| 64 | BEML reserves the rights to: <ul style="list-style-type: none"> I. Accept or reject any or all proposals. II. Waive any anomalies in proposals through an addendum. III. Modify or cancel Tender. | |
| 65 | Notice Inviting Tender is not an offer or a contract. | |
| 66 | Proposals become BEML's property. | |
| 67 | BEML Limited's decision is final for evaluation of the offers. | |
| 68 | Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals. | |
| 69 | Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection. | |
| 70 | In case any Person/Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender. | |
| 71 | Uploaded documents in SRM Portal should be legible & readable. If required, entire original documents (Uploaded Documents in SRM Portal) have to be submitted, if asked for, within time frame specified at the that time. If Original documents are not submitted when asked for, their Bid will be liable for rejection. | |
| 72 | A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Contractor. | |
| 73 | Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal / Website. | |
| 74 | No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s). | |
| 75 | Public Procurement – Preference to Make in India Policy: Procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15 th June 2017. The full details of the order can be seen at http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017 . | |
| 76 | Contractor shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. Purchase Order will be deemed to have been accepted if no communication to the contrary is received within | |

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| 76 | two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order. | |
| 77 | Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. Contractor shall not be entitled to claim any compensation or any damages for such termination. | |
| 78 | Accepting officer reserve the right to place order as a whole or part of any service as deemed fit. | |
| 79 | Price & Invoicing :Agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Contractor and purchaser. Method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number (s) and supporting documents as called for in the Purchase Order. | |
| 80 | Risk purchase clause: 80.1 In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit. | |
| | 80.2 For re-purchase or risk purchase at the expense of defaulting Contractor the following conditions shall be applied. | |
| | 80.2.1 Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract. | |
| | 80.2.2 Defaulting Contractor shall be served with notice of re-purchase. | |
| | 80.2.3 Risk purchase loss shall be recovered only after the re-purchase contract has been executed. | |
| 81 | There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, Act of God, War etc. In such cases, Contractor has to accept the cancellation. | |
| 82 | BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order. | |
| 83 | Purchase Order Cancellation Clause: In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the Contractor. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination. | |
| 84 | If a Contractor fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, Buyer can in addition sue the Contractor for the damages as per the terms of contract. Buyer subsequently execute the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new Contractor for execution of the contract. | |
| 85 | Non-disclosure and information obligations :Contractor shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to | |

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| 85 | Purchaser. Contractor shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. Contractor shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser. | |
| 86 | Tax conditions : TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for Service/NRC that will be carried out. | |
| 87 | Works to be carried on with expedition failing which the Company may employ other Contractor(s) without vitiating the contract : Contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract. | |
| 88 | Contract variations - Increase or decrease in the scope of supply :Purchaser may vary the contracted scope. If the Contractor 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 Contractor. Contractor shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the Contractor. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Contractor shall not have any claims or right against the Purchaser. | |
| 89 | Secrecy : All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the execution of the services hereby tendered constitute the property of BEML and the Contractor shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.BEML shall be entitled to prevent a breach of the above and to damages in case of breach. | |
| 90 | Documents : Technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The Contractor shall, as per agreed date/s but not later than the date of delivery, | |

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| 90 | provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party. | |
| 91 | All claims arising by OR at the instance of the labours or their heirs or successors, including claims under the Employee's Compensation Act 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. | |
| 92 | 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 labours 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. | |
| 93 | Contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence. | |
| 94 | Appropriation : BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due. | |
| 95 | Contractor shall guarantee that the services rendered are performed by personnel of required capacity. Contractor shall guarantee that the services rendered correspond exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations. | |
| 96 | Prices charged for the services rendered under this PO by the Contractor shall in no event exceed the lowest price at which the Contractor render the service of identical description to any other BEML Office / Division during the pendency of this PO. | |
| 97 | If at any time, during the said period, the Contractor reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this PO and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced. | |
| 98 | Non-waiver of defaults :If any individual provision of the Contract is invalid, the other provisions shall not be affected. 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 | |

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| 98 | as a waiver and the same shall continue in full force and effect. | |
| 99 | Integrity commitment in the execution of contracts: | |
| | (a) Commitment by Purchaser : Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract. | |
| | (b) Commitment by the Contractor: 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. Contractor (s) will not commit any offence under the relevant Acts. 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. Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit. | |
| 100 | Intellectual property rights; licenses: If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Contractor and by its employees or third parties involved by the Contractor for performance of the agreement belong to Purchaser. Contractor shall be obligated to do everything necessary to obtain or establish the above mentioned rights. Contractor guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. Contractor 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. Contractor 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. | |
| 101 | Bribes and gifts : Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the Contractor 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 Contractor, may incur, subject the Contractor 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, as is provided in case of cancellation under clause – 39 hereof. Any question or dispute as on 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. | |
| 102 | Force Majeure Clause : Notwithstanding anything contained in the Contract, neither the Contractor nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall 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 Contractor. Such events include war, military operations of any nature, blockages, revolutions, | |

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| 102 | <p>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 Contractor or the acts on which the Purchaser has no control.</p> <p>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 Contractor 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.</p> <p>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. Purchase may takeover partly processed material at a mutually agreed price.</p> | |
| 103 | <p>Security Deposit :</p> <p>(a) Successful bidder shall furnish Security Deposit (SD) for the fulfillment of the contract within 30 days from commencement of contract (if the firm is already served any valid SD against any running contract at BEML Limited-EM Division) or before commencement of contract (if no valid SD of the firm is available at BEML Limited-EM Division). Security amount shall be to a value of 10% of contract value (Including GST). Such Security Deposit shall not entail any interest payment on refund. No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.</p> <p>(b) Contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.</p> | |
| 104 | <p>Options for payment of security deposit are as under :</p> <p>(I) Contractor on acceptance of the contract, deposit the Security Deposit amount through RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division, KGF. [IFSC code : SBIN0040168 (SBI BEML Nagar)]. OR</p> <p>(II) Bank guarantee from Indian Public Sector Bank / Scheduled Commercial Bank authorized by RBI is to be submitted for Security Deposit.</p> | |
| 105 | <p>Note:</p> <p>(a) Contractor may choose any one of the options and inform the same in writing while submitting the tender. Failing which, it is presumed that Option-II is considered i.e. Security Deposit will be furnished in the form of Bank Guarantee.</p> <p>(b) In case of BG submitted towards SD, it shall be valid for contract period + Three months, covering the claim period.</p> <p>(c) Security 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 this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, 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.</p> | |

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| 106 | Extension :In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML. | |
| 107 | Refund of Security Deposit : | |
| | (a) If the contractor has submitted SD in the form of BG, it will be returned to the contractor on completion of the contract based on the recommendations of Contract-in-charge, in writing, that the work has been physically completed in all respects. | |
| | (b) SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor. | |
| | (c) SD/BG shall be refunded / returned against submission of new SD/BG to the extent of pending dues by the Contractor for the contract period, as recommended by Contract in-charge OR SD/BG shall be refunded / returned after withholding of contractor bills to the extent of pending dues to be paid by the Contractor for the contract period as recommended by Contract in-charge. | |
| 108 | Extension of ESI and PF benefits to the employees of the contractors will be available only during the contract period. After the contract is completed, contractor's employees may, in accordance with PF rules, withdraw PF amount or get the amount transferred to their PF account with the new employers. Challans of previous month shall be enclosed in the ensuing month bills with certification of HRD. | |
| 109 | All the statutory remittances of PF and FP contribution recovered from the contractor's laborers along with employer's matching contribution, EDLI charges, EDLI administration charges and PF inspection charges, should be made directly to Regional Provident Fund Commissioner, Bangalore as per procedure laid down. After remittance, the contractors have to forward a copy of the recovery statement along with relevant remittance challans to Regional Provident Fund Commissioner (RPFC) for his records. Contractor will assist RPFC in settlement of the claims of the employees. | |
| 110 | Contractor should maintain all registers and records required for payment of minimum wages, ESI/ PF payment etc., as per statutory requirement and produce them for verification as and when called for by the company/inspecting authority. | |
| 111 | Contractor should have their own valid PF/ ESI Code number (Karnataka State), income tax PAN number, GST Registration Number OR on award of contract the successful bidder (Firm) shall apply for PF / ESI Codes to the respective authorities. Contractor should submit a copy of PF, ESI and GST Registration Documents if asked. | |
| 112 | Payment of wages to be initially made by the contractor on or before 7 th of every month. Firm's bills will be reimbursed on monthly basis against certification by the contract in charge and submission of requisite documentary proof towards wages payment to labours like bank statement, statutory remittance challans etc. | |
| 113 | All statutory recoveries such as ESI, PF, GST etc., has to be paid by the Firm every month and firm should produce the proof (challans) along with the claimed bill. | |
| 114 | GST reimbursement is subjected to showing GST component separately in the invoice. | |
| 115 | Firm shall arrange for the work in shift assigned subject to security check and instructions of the company rules laid down from time to time. | |
| 116 | Contractor shall take full precautions to prevent loss or damage or injury to the labour | |

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| 116 | engaged by him by providing all safety measures/devices to his Labours. The Contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the Contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard. | |
| 117 | Contractor shall ensure that there are no thefts or loss of Company property/properties by the labours deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills. | |
| 118 | Contractor shall verify the antecedents of the Labours being engaged by him. Contractor shall collect the proof for age, fitness, experience, qualification, etc., and also the photograph. | |
| 119 | Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement. | |
| 120 | This tender 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. | |
| 121 | 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. | |
| 122 | BEML reserves the right to terminate the contract by giving one month's 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. The company also reserves the right to award parallel contracts for the above work if required, for more than one bidder. | |
| 123 | After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD. On verification of acquaintance rolls and other statutory, Payments will be released deducting TDS applicable on gross amount payable to contractor. | |
| 124 | Contractor is required to make payment of Minimum Wages (prescribed by the Central Govt.), Statutory payments like EPF, ESI etc. and other payments as per the Tender Documents to the labours engaged and to statutory authorities in time by themselves. Wages paid to the labours should be supported with documentary proof for payment of wages to labours like bank statement. Documentary proof for remittance of the statutory like challans for the Statutory paid by the contractor to be submitted. | |
| 125 | Earnest Money Deposit (Refundable) :Earnest Money Deposit(EMD) is to be to M/s BEML Limited, EM Division, KGF on or before tender closing date. Payment details indicating Bid reference, UTR No, Date and amount are to be attached along with technical bid documents. No interest will be paid on the Earnest money deposit. PEMD holders are exempted up to the amount of PEMD value. Difference between PEMD value and EMD value to be submitted as above. On tender finalization, EMD amount of unsuccessful bidders will be refunded.EMD amount of | |

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| 125 | successful bidder will be converted /adjusted against Security Deposit or the same will be refunded against submission of Security Deposit in the prescribed format. | |
| 126 | Security Deposit / Bank Guarantee : Successful bidder has to furnish security deposit of 10% of the Contract value from any Indian Public Sector Bank / Scheduled Commercial Bank in the form of Bank Guarantee. Bank Guarantee should be valid for period of contract + <i>three months after the expiry of the contract</i> . Bank Guarantee will be returned to the Firm after successful completion of the contract. Bank Guarantee will be encashed 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. Decision of the Head of H&P Division will be final with regard to the encashment of Bank Guarantee. During the extended contract period the firm has to extend the validity of Bank guarantee accordingly. | |
| 127 | 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 one month's notice and accordingly the security deposit / Bank Guarantee will be forfeited. | |
| 128 | Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage : During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting. | |

BEML LIMITEDKOLAR GOLD FIELDS – 563115

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

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279366

Fax : 08153 - 263274

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| Subject | Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF. |
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5. COMMERCIAL BIDNote :

1. UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'. Firms has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ
2. Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data' in the system.
3. Unit rates quoted should be exclusive of applicable GST.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. Intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Bidders are advised to visit the work areas, consult the concerned officer and get clarified and then quote.
Ignorance at a later stage will not be entertained by BEML.
6. Bid should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.
8. Rate quoted should be firm for the contract period.
9. **Selection of L1 firm will be based on the least net quoted for all line items of BOQ i.e "Sum [(QTY x Unit Rate)]" of technically accepted bids.**
10. L-1 will be considered for award of contract.
11. For any clarifications regarding Scope of work/Terms and Conditions, please contact Manager-HR Department, H&P Division, BEML Ltd-KGF.
12. Payment will be against certification of contract in-charge, based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.
13. Contractor has to study and understand complete scope, work involved / to be carried out and terms & conditions before quoting the tender.
14. Non performance of any job in any area will lead to deduction proportionately from the bills payable.
15. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from Contract in-charge.
16. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities and Terms & Conditions.

5.1 SCHEDULE 'A' BILL OF QUANTITIES

| SI No | Description (Deployment of) | Qty | UoM | Unit Rate (Rs) | Extended Value (Rs) |
|---|--|------|----------|----------------|---------------------|
| a | b | c | d | e | f = c x e |
| 1 | 10 MoS above 20 years service Unskilled Office Boys / Assistants (10x301) | 3010 | Man Days | | |
| 2 | 1 MoS above 20 years service Unskilled Office Boys / Assistants on Sundays/ Holidays (1x 64) | 64 | Man Days | | |
| 3 | 3 Non-MoS Unskilled Office Boys / Assistants (3x301) | 903 | Man Days | | |
| 4 | 9 MoS above 20 years service HVM Skilled Drivers (9x301) | 2709 | Man Days | | |
| 5 | 2 MoS above 20 years service HVM Skilled Drivers on Sundays/Holidays (2x64) | 128 | Man Days | | |
| Sum Total (T) Rs. (Excluding GST) of SI No. 1 to 5 | | | | | |
| END OF BOQ | | | | | |

NIT Acceptance Letter

Ref : EMCP/1050011324/H&P/OB-A-D/NAL

To : Sr.Manager- Contract Purchase

EM Division

BEML Ltd

BEML Nagar

KGF – 563 115.

Sub: NIT Acceptance Letter for Works contract for Deployment of Office Boys/Assistants and Drivers at H&P Division, BEML Ltd., KGF.

Ref : (1) EMCP/1050011324/H&P/OB-A-D/Tender Document dated 09-12-2022.

(2) Bid Invitation 6300038181.

I hereby declare that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML Website / SRM Platform with above reference.

I agree to abide by all Terms and Conditions indicated in the above referred Tender document.

Contractor
Sign with seal

Note : Above letter along with all the corrigendum published need to be signed with seal and to be uploaded in Technical bid section on SRM Platform