

Ref	EMCP/HFU/Man power/Tender Document	Date : 01-06-2019
Tender Document		
Sub	Service Contract for Deployment of skilled and unskilled man power at HFU (Heavy fabrication Unit), EM Division, BEML Ltd., KGF.	

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**BEML LIMITED**  
**KOLAR 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 – 279365 / 279308

Fax : 08153 - 263274

<b>Sub :</b>	Service Contract for Deployment of skilled and unskilled man power at HFU (Heavy fabrication Unit), EM Division, BEML Ltd., KGF.
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**Sub :** Service Contract for Deployment of skilled and unskilled man power at HFU (Heavy fabrication Unit), EM Division, BEML Ltd., KGF.

**2. Tender Notice**

Assistant General 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 subject work.

SINo	Description	Details
1	Approximate value of contract	603.73 Lakhs (Excluding GST)
2	Duration of the contract	Initially for Two Years. Further extendable for one more year.

Note : (1) Value indicated at 1 above includes

- (a) Labour Expenditure.
- (b) Service Charges approximately 14.34 Lakhs/annum.

(2) Firm has to quote against BOQ for Service Charges only, considering PPE items.

(3) Labour expenditure like monthly wages, PF, ESI, Annual bonus, Annual leave wages etc will be re-imbursed by BEML against certified/co-ordinated bills.

For Scope of work, other terms and conditions are as per Qualifying criteria please refer respective section in this NIT.

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

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<p style="text-align: center;"><b>3. Letter to Bidder / Tenderer</b></p> <p>To : M/s</p> <p>Dear Sir,</p> <p>Ref : Tender Notice as indicated above.</p> <p>Further to the above cited tender notice we would like to appraise the bidders with the following details :</p> <p>BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, &amp; Palakkad.</p> <p>Bids in prescribed format is invited for the work indicated in the tender notice.</p> <p>Interested bidders can down load the tender document released along with this notification and quote in two bid system.</p> <p><b>Instructions for submission of the bids:</b></p> <p>(1) <b>Pre-Qualification Bid</b> : EMD, NSIC certificate, MSME Certificate (Firms claiming EMD exemption), Integrity Pact (applicable) etc., are to be submitted to CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date &amp; Time, Subject, Address etc., BEFORE THE BID CLOSING DATE &amp; TIME.</p> <p>(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.</p> <p>(3) <b>Submission of Technical Bid</b> :</p> <p>(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.</p> <p>(b) Corrigendum regarding the tender if any will be published in BEML website only 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.</p> <p>(c) Documents as indicated in the qualification criteria sheet 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).</p>		

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<p>(d) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final &amp; Binding.</p> <p>(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.</p> <p><b>(4) Submission of Commercial Bid :</b></p> <p>(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.</p> <p>(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.</p> <p>(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 the office of AGM - Contract Purchase, Contact No. 08153-279308, 08153-279365.</p> <p>(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).</p> <p>(e) Conditional offers are liable for rejection.</p> <p>(5) This Letter + Tender document + Corrigendum if any, will be part of the contract.</p> <p>(6) For any technical issues / assistance in submitting bid in SRM platform, firms may contact SRM Team at CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S. R. Nagar, Bengaluru – 560027.</p> <p>Phone : 080-22963269, 22963141 e-Mail : <a href="mailto:admin.srm@beml.co.in">admin.srm@beml.co.in</a></p> <p>(7) For Scope of work, other terms and conditions are as per Qualifying criteria please refer respective section in this NIT.</p> <p>Thanking you, For BEML LIMITED AGM - Contract Purchase EM Division, BEML Ltd, KGF – 563 115.</p>		

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4. Qualification Criteria			
4.1	(A) Tender Description	Service Contract for Deployment of skilled and unskilled man power at HFU (Heavy fabrication Unit), EM Division, BEML Ltd., KGF. As indicated in TENDER NOTICE above.	
	(B) Contract Period	Initially for Two Years. Further extendable for one more year.	
	(C) Tender Reference	<b>EMCP/HFU/Man power/Tender Document Dated 01-06-2019</b> Tender Reference / Bid Invitation Number to be super scribed on top of the covers for identification while sending sealed covers. Tender documents to be downloaded from BEML website (www.bemlindia.com).	
	(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 the Annual Contract Value (Excluding 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.	
4.2	<b>Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)</b>		
	(A1) Earnest Money Deposit (EMD) Returnable	<b>Rs 12,08,000/-.</b> <b>(Rupees Twelve Lakhs Eight Thousand).</b>	
	(a) EMD amount to be paid by RTGS / NEFT to Account Number 54029289872, M/s BEML Ltd., EM Division KGF. IFSC code : SBIN0040168 (SBI BEML Nagar).  Payment details indicating Bid reference, UTR No, Date and amount are to be sent to email id : emekgf@beml.co.in and hardcopy of the payment details are to be sent to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115 in a sealed cover.  (b) If EMD amount is exempted, the relevant documents are to be submitted (soft copy in e-mail to emekgf@beml.co.in / hardcopy in a sealed cover to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115).		

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	<p>(A2) Integrity Pact Signed by the bidder with 2 witness.</p> <p>(Applicable if the tender / bid value is more than Rupees One Crore).</p> <p><b>Integrity Pact is applicable for this tender.</b></p>	<p>Integrity Pact format to be downloaded from BEML website (<a href="http://www.bemlindia.com">www.bemlindia.com</a>) and signed copy of the same to be uploaded along with the firm's bid / other documents.</p> <ul style="list-style-type: none"> <li>• Bidder has to fill the details like firm's name, contract name etc. in the IP format.</li> <li>• All pages of IP to be signed with seal.</li> <li>• 2 witness signature with NAME and address to be indicated on IP.</li> </ul>	
	<p>Pre-Qualification Bid Envelop should contain the following :</p> <p>(1) Details of A1 [(a) or (b)] and</p> <p>(2) Signed copy of Integrity Pact with 2 witnesses as per format.</p> <p>Pre-Qualification Bid Envelop should be addressed to :</p> <p>AGM - Contract Purchase, EM Division, BEML Ltd., BEML Nagar, KGF – 563 115.</p> <p>Pre-Qualification Bid Envelop should reach CRS (Central Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.</p> <p>Pre-Qualification Bid Envelop should be super scribed with Bid Invitation Number, Due Date &amp; Time, Subject, Address etc.</p>		

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4.3	<p align="center"><b>TECHNICAL BID</b></p> <p>Scanned copies of following <b>Bidders Qualifying Documents</b> are to be uploaded along with the Technical bid.<b>(BIDS NOT COMPLYING WILL BE REJECTED)</b></p>			
	SlNo	Description	<div>Requirement</div> <div>Details</div> <div>Value (Rs In Lakhs)</div>	Additional Information
	B1	NIT Acceptance Letter (To be down loaded from SRM Platform)	To be signed with seal, scanned and soft copy to be uploaded on SRM Platform.	Attaching the soft copy of NIT acceptance letter in technical bid implies that bidder agrees for all Terms & conditions of subject tender.
	B2	Corrigendum if any (To be down loaded from BEML website <a href="http://www.bemlindia.com">www.bemlindia.com</a> )		Implies that the bidder agrees for corrigendum of the subject tender.
	B3	Average Minimum Annual financial Turn over in the last 3 years	Certified by practicing CA.	181.12
	B4	Experience in executing similar type of works / deployment of labour completed during last 7 years, value greater than or equal to the said requirement.  Enclose satisfactory work done / performance certificates (Not work orders /POS) issued by the customers.	1 Similar work of Minimum value	482.99
			2 Similar works each of Minimum value	301.87
			3 Similar works each of Minimum value	241.49
	B5	IT returns Filing	Latest or for AY 2018-19 AY 2017-18 AY 2016-17	
				Scanned copy to be uploaded



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<p>Scanned copies of following documents may be uploaded along with the Technical bid if available at time of bid submission :</p> <p>(1) Labour License under Contract Labour (Regulation &amp; Abolition) Act 1970 and Central Rules made there under.</p> <p>(2) PF &amp;ESI Registration Certificate.</p> <p>(3) PAN &amp; GSTIN.</p>		
<p>Pre-Bid Meeting / Study (Not Mandatory but for the information / Clarification of the Bidder before quoting)</p> <p>Contact : AGM – Contract Purchase, EM division, BEML Ltd, KGF. 08153-279365 / 279308 AGM – HFU, EM Division, BEML Ltd, KGF. 08153-272177 / 26100579038</p>		
<p>Note :</p> <p>(a) Bidders are suggested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper / missing of documents uploading.</p> <p>(b) Bidder has to submit all the above documents for qualifying in Technical bid. 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, SRM Team may be contacted at 080-22963 269 / 141 for help.</p> <p>(c) In case some of the above documents are not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain clarifications from bidders (against technical bid only). Decision of BEML in this regard will be final and binding.</p> <p>(d) Above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation Number of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.</p> <p>(e) Bidders are advised to upload the documents separately by giving appropriate names i.e., 1. For signed &amp; sealed tender document – FILE NAME = Tender_Doc_Signed&amp; Sealed 2. For Annual Turn over certificates – FILE NAME = Annual_Turnover etc., for having better clarity and easy identification. Do not club all the documents in one single file.</p> <p>(f) 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 Platform.</p> <p>(g) Contractor to 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.</p> <p>(h) 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.</p> <p>(i) Firm has to ensure updating their GST details at BEML WEB SITE <a href="http://www.bemlindia.com">www.bemlindia.com</a>.</p>		

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4.4	<b>QUESTIONNAIRE</b> (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 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		

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	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> <p>1. Vendor Code :</p> <p>2. Vendor Name :</p> <p>3. Account No :</p> <p>4. Name of the Bank : Address :</p> <p>5. IFSC Code : (Indian Financial System Code)</p> <p>6. MICR Code : (Magnetic ink character code)</p> <p>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>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 : Date :</p> <p style="text-align: right;">SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		

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<p style="text-align: center;"><b>5. Scope of Work</b></p> <table border="1"> <tr> <th>SINo</th><th>Deployment of Labour</th><th>Total labours (Nos)</th></tr> <tr> <td>1</td><td>On all working days</td><td>121</td></tr> <tr> <td>2</td><td>On Sundays / Holidays</td><td>Based on requirement</td></tr> </table> <p>A) BEML reserves the right to utilize the labours at any division of KGF Complex. (i.e., EM Division / H&amp;P Division / HFU / RC-II) based on the requirement.</p> <p>B) Contractor has to deploy the labours as advised by officer in charge HFU, EM Division from time to time.</p> <p>C) There are Labours who are working in the previous contract. The contractor may utilize the same for daily deployment. Any additional requirement of labour to meet the daily requirement the contractor may deploy fresh labours. Labours deployed should be healthy and able bodied persons capable of executing the subject job. Contractor need to have additional Labours to cater weekly offs and general holidays, absenteeism, reliever reserve and any other contingency etc.</p> <p>a. Daily / monthly attendance of Labours deployed should be submitted to HR Department through User Department.</p> <p>b. Contractor shall provide manpower as required on all working days for carrying out the various operations / services satisfactorily in time without any complaints. Number of persons required will be intimated from time to time by the concerned department depending on the quantum of work through user department / HR Department. Entry badges will be issued only to the number of labours specified.</p> <p>c. 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.</p>			SINo	Deployment of Labour	Total labours (Nos)	1	On all working days	121	2	On Sundays / Holidays	Based on requirement
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1	On all working days	121									
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<p style="text-align: center;"><b>6. Job details</b></p> <p>Deployment of 121 labours (108 Skilled Contract Operators + 2 Forklift Operators + 11 unskilled TCLs) / day.</p> <p>The contract comprises of full, final and entire completion of the subject work all as shown in Schedule 'A' Bill of Quantities and as described in the particular specifications and also subject to the General conditions of contract. The work shall be completed as per the duration mentioned under Tender Notice the time of completion is to be reckoned from the date of commencement mentioned in the work order.</p> <p>The contractor need to have additional Labours to cater weekly offs and other general holidays, absenteeism, reliever reserve and any other contingency etc.</p> <p>Any additional requirement of labour to meet the daily requirement of Labours the contractor may deploy fresh labours.</p> <p>Against any absenteeism of Labours the same has to be filled by fresh Labours.</p> <p>The firm has to consider the following expenditure while quoting service charges :</p> <p>BG charges</p> <p>WC Policy charges</p> <p>Admin charge</p> <p>Karnataka Labour Welfare Fund</p> <p>ID card charges for labours &amp;</p> <p>Contractor profit etc.,</p>		

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<p style="text-align: center;"><b>7. General Terms and Conditions</b></p> <ol style="list-style-type: none"> <li>1) 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 Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops &amp; Establishment Act (relevant to the State), Child Labour (Prohibition &amp; 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.</li> <li>2) Contractors shall maintain all relevant Registers / Records as per Gazette Notification No. 126 dated 21.02.2017 (i.e., Form-A, B, C, D &amp; E) under Contract Labour (R&amp;A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/inspecting Authorities.</li> <li>3) 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.</li> <li>4) 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 shall submit all Code numbers and also individual account numbers to BEML. Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF &amp; ESI contributions along with monthly bill for the following month.</li> <li>5) The Contractor shall pay Bonus, Gratuity, etc., to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act , 1965, including Sections 10 &amp; 11, Payments of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The Contractor shall submit the documents in proof of having paid the Bonus / Gratuity to the labours.</li> </ol>		

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<p>6) The Contractors shall not deploy labour on overtime. If deployed on overtime, then the Contractor shall pay overtime wages and other benefits in accordance with the Law.</p> <p>7) Contractor shall comply with all statutory provisions relating to Leave, Holidays, etc.</p> <p>8) Contractor shall produce copies of all returns / challans, etc., submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.</p> <p>9) Contractor shall take full precautions to prevent loss or damage or injury to the labour 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.</p> <p>10) 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.</p> <p>11) The Contractor shall verify the antecedents of the Labours being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc., and also the photograph.</p> <p>12) The 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.</p> <p><b>13) 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></p> <p>14) BEML Limited reserves the right to accept or reject or sought 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.</p>		

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<p>15) The Firm shall read and understand the scope of work, special terms and conditions, general terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above.</p> <p>16) 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.</p> <p>17) <b>Financial Position:</b> Average annual financial turnover during the last 3 years should be as indicated in the qualification criteria. The balance sheet and profit and loss account certified by practicing Chartered Accountant has to be submitted as proof.</p> <p>18) <b>PERIOD OF CONTRACT :</b> Initially two years from the date of commencement with an option to the Company (BEML) to extend it for one more year (3<sup>rd</sup> year) on mutual consent, with the same terms, conditions and service charges, if the contract execution is found satisfactory.</p> <ol style="list-style-type: none"> <li>However the company reserves the right to terminate the contract by <b><u>giving three months notice to the Firm</u></b>, 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.</li> <li><b>TERMINATION OF THE CONTRACT:</b> 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 <b>three months notice</b> and accordingly the security deposit / Bank Guarantee will be forfeited.</li> </ol> <p>19) <b>Deposits :</b></p> <ol style="list-style-type: none"> <li><b>EARNEST MONEY DEPOSIT (Refundable) :</b> An earnest money deposit(EMD) (amount as indicated in qualifying criteria) to be paid by RTGS / NEFT to Account Number 54029289872, [IFSC code : SBIN0040168 (SBI BEML Nagar)] M/s BEML Ltd., EM Division KGF on or before tender closing date. Payment details indicating Bid reference, UTR No, Date and amount are to be sent to email id : emekgf@beml.co.in and hardcopy of the payment details are to be sent to CRS, EM Division, BEML Ltd, BEML Nagar, KGF-563115 in a sealed cover so as reach before closing time on bid closing date. <ul style="list-style-type: none"> <li>No interest will be paid on the Earnest money deposit.</li> <li>PEMD holders are exempted up to the amount of PEMD value. Difference between PEMD value and EMD value to be submitted as above.</li> <li>On tender finalization, EMD amount of unsuccessful bidders will be refunded.</li> </ul> </li> </ol>		



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<ul style="list-style-type: none"> <li>• EMD amount of successful bidder will be converted /adjusted against Security Deposit or the same will be refunded against submission of Security deposit in the prescribed format.</li> </ul> <p>b. SECURITY DEPOSIT / BANK GUARANTEE:</p> <ul style="list-style-type: none"> <li>• The successful bidder has to furnish security deposit of <b>10% of the <u>Contract (PO) value</u></b> (excluding GST) from any Indian Public Sector Bank in the form of Bank Guarantee.</li> <li>• The Bank Guarantee should be valid for a period of contract + <i>three months</i> AFTER THE EXPIRY OF THE CONTRACT. The Bank Guarantee will be returned to the Firm after successful completion of the contract. The 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. The decision of the Head of the certifying authority will be final with regard to the encashment of Bank Guarantee.</li> <li>• During the extended contract period the firm has to submit a security deposit of 10% of the extended net wages value excluding GST for the extended contract period + 3 months.</li> </ul> <p>20) Documents to be produced: The documents as indicated in qualification criteria i.e. SIno B1 to B5 should be uploaded in technical bid as applicable.</p> <p>21) Requirement of Labours deployed :</p> <p>a. The Labours deployed in the contract : Shall be</p> <ul style="list-style-type: none"> <li>• ESI registered.</li> <li>• Healthy and able bodied persons capable of executing the subject jobs.</li> <li>• Age between 18 and 60 years, punctual, dutiful, obedient in nature and maintaining discipline and conduct while working within the premises of the company.</li> </ul> <p>b. The Labours 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 Contract In-charge within one month from the date of awarding the contract.</p> <p>22) 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.</p> <p>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.</p>		

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24) The labours are to be paid applicable Minimum wages as notified by Central Government from time to time during the contract period / extended contract period. Contractor will have to pay the monthly wages to the Labour deployed on or before 7th of every month and the same shall be reimbursed by BEML on submission of monthly bill for being paid.

25) Annual Leave with wages, payment of National & Festival Holidays & Bonus as per prevailing guidelines has to be paid to the labours.

26) Daily wages as of 01-04-2019 is indicated below for reference.

Labour details & Daily wages as of 01-04-2019.			
Sl No	Labour Category	No. of Labours/day	Present Wages /day
1	MoS – Contract Operators (above 7 years below 15 years service)	101	Rs. 551/- (Minimum Wages)+ Rs. 25/- additional component + Rs. 6/- annual increment
2	MoS – Contract Operators (below 7 years service)	7	Rs. 551/- (Minimum Wages)+ Rs. 25/- additional component + Rs. 3/- annual increment
3	Non MoS – Forklift Operators	2	Rs. 551/- (Minimum Wages)
4	Non MoS TCLs (Unskilled)	11	Rs. 390/- (Minimum Wages)
Total		121	
Note : ESI (4.75%), PF (12%) & EDLI (1%) = 17.75% extra			

**MOS- Memorandum, of settlement between BEML Ex-Trainee Contract Workers Union (BETCO), KGF Complex and contractors signed before deputy chief labour commissioner (central) is valid upto 31-03-2024 wherein BEML management was a witness.**

27) Minimum wages are expected for revision from 1<sup>st</sup> April and 1<sup>st</sup> October every year.

28) Labour payments are to be made as per prevailing rates / Central Govt guidelines issued from time to time.

29) Bonus @ 8.33% of annual wages shall be disbursed as per Payment of Bonus Act and amendments therein / Govt. notifications issued from time to time and duly communicated by HR department.

30) Facilities :

a. Canteen facilities may be extended on cost basis as per the norms of the company.

b. The contractor shall make his own arrangement for accommodation and Transportation of his labours to & fro BEML factory.

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<p>31) GST :</p> <ol style="list-style-type: none"> <li>GST (which is 18% prevailing at present) is applicable.</li> <li>Bidder has to produce the challan as proof of payment to the GST authority.</li> <li>GST will be reimbursed on the condition that the GST component has to be shown separately in the invoices.</li> <li>To claim GST, contractor must have GST registration number.</li> <li>Further contractor has to upload GST as per rules.</li> <li>GST is applicable on gross amount payable to the contractor.</li> </ol> <p>32) Payments :</p> <ol style="list-style-type: none"> <li>(For Labours) Firm has to make payment to labours on or before 7<sup>th</sup> of every month through bank               <ol style="list-style-type: none"> <li>Proof of payment made to be submitted to HR &amp; Finance department for verification of payments made.</li> </ol> </li> <li>The Firm shall ensure payment of minimum wages to the labours as prescribed by the Central Govt. from time to time (Firm has to bill accordingly to BEML).</li> <li>The bidder/tenderer is required to make payment of Minimum Wages, 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 and then claim reimbursement of such expenses alongwith "Service Charges" from the Company by submitting Monthly bills alongwith proof of payment of wages and the other statutory charges. Please note that reimbursements will be made to the Bidder/Tenderer, only if the bills are accompanied by documentary proof of all these payments to labourer and other statutory authorities along with other documents mentioned in the Tender Documents treating it is a mandatory requirement</li> <li>After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD.</li> <li>On verification of acquaintance rolls and other statutory, Payments will be reimbursed along with services charges, deducting <b>TDS applicable on gross amount payable to contractor as per prevailing rates.</b></li> <li><b>Overtime wages :</b> No Labours shall be allowed for deployment on overtime work basis on whatsoever circumstances. The contractor / agency should deploy Labours only for 8 hours / day. Due to unavoidable circumstances if any Labours are deployed on overtime work / on holiday duty / on weekly day of rest, then the contractor/agency shall pay the overtime wages as per the provisions of factories Act and rules made thereunder and <b>BEML shall not reimburse the above said payment.</b></li> <li>The Firm will assist RPFC in settlement of the claims of their employees whenever claims arise, either due to terminations, discontinuance or death.</li> </ol>		

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<p>h. The extension of ESI &amp; PF benefits to the employees of the Firm will be available only during the contract period. After the contract period is completed, contract labours may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new employer.</p> <p>i. The Firm shall maintain all registers and records required for the payment made towards PF &amp; FP, ESI, payment of wages etc., and produce them for verification as and when called for by the company or by the inspecting/ statutory authorities.</p> <p>33) LABOUR ACT : The Firm shall remain liable for the payment of all wages or other remuneration to his labours or employees under the Minimum wages Act, Payment of Wages Act – 1936, Workmen’s compensation Act 1923, ESI Act 1943, Payment of Bonus Act 1965, Provident Fund and Miscellaneous provisions Act 1952 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the Firm 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 concerned and remit the same to the authorities concerned and such payment shall be binding on the Firm.</p> <p>a. In the event of contract being awarded, the Firm is responsible for implementing the provision of the contract Labour act in to and also responsible for any repercussions arising there from non-compliance thereof.</p> <p>b. Firm should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 1<sup>st</sup> of every month to Contract in charge, so that the ESI/PF amount remitted by the Firm can be ascertained and recovered / payment obtained irrespective of the fact whether work order is issued or not.</p> <p>c. If there is any default on the part of the Firm on estimated amount towards ESI liability /PF liability including the penalty, the penalty damage will be recovered by the company from the bills of the Firms. If sufficient amount is not available, it will be recovered from security deposit / bank Guarantee.</p> <p>d. Firm should maintain all registers and records required for ESI, PF payment of wages, Service Tax etc., under the statutes, and produce them for verification as and when called for by company inspecting / statutory authorities.</p> <p>e. The contract labours shall not be retained on overtime work on any day. If however, such contact labours are retained to work on any day including Sundays/Holidays, they shall be paid as per payment of wages Act / extra allowances / wages for their extra working for such time as to be regulated as per Factory’s Act.</p>		

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<p>f. The Contractor shall duly observe the provisions of the Contact Labor (Regulation and Abolition) Act – 1970 and the Central Rules there under and also the provisions of all Labour laws, including Industrial Disputes Act, Factories Act, Employee’s State Insurance Act, Employees Provident Fund Act, Gratuity Act, Employee’s compensation Act as may be applicable to him and his employees and keep the accompany (BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his employees on any account against the company.</p>			
<p>34) <b>PENALTY CLAUSE</b> : The amount payable by the Firm as stipulated below shall be without prejudice to the other rights of remedy available to the company on account of such delay in completion of the works :</p>			
SI No	Description	Compensation Levi able	Maximum Compensation Levi able
1	ID Card should be issued within one month after releasing of the Order	0.1% per week of delay from the contract bill	1% of the monthly contract bill.
2	Should cover all the contract workers under Workmen compensation POLICY before start of the contract.	0.2% per week of delay from the contract bill	2% of the monthly contract bill.
3	Daily/Monthly attendance details to be submitted to HR with co-ordination of user Department	0.1% per week of delay from the contract bill	1% of the monthly contract bill.
4	Monthly wages to be paid on or before 7 <sup>th</sup> of every month.	0.1% per day of delay from the contract bill	1% of the monthly contract bill
5	Bonus bills to be submitted within the stipulated date declared by management.	0.1% per day of delay from the contract bill	1% of the monthly contract bill
6	Stitched Uniform & Shoes (personnel protective equipment wherever applicable) to be issued within 1 month after releasing of the order	0.1% per day of delay from the contract bill	1% of the monthly contract bill
7	Delay in remittance / filling of returns of PF / ESI contribution	0.1% per day of delay from the contract bill / BEML reserves the right to with hold further payment of bills	1% of the monthly contract bill

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<p>35) <b>ACCIDENTS</b> : The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify &amp; keep the Company indemnified against all losses &amp; claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, the contractor shall take <b>Workmen compensation policy</b> to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.</p> <p>36) <b>UNDERTAKING</b> : I/We agree to execute the works mentioned – Deployment of Labours with required items 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' special terms 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.</p> <p>37) If the work is not carried out satisfactorily, the Firm shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The Firm 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 Firm.</p> <ol style="list-style-type: none"> <li>The 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.</li> <li>All the labours, supervisors etc., shall have photo identity cards which should be produced while on duty for identification.</li> <li>The successful bidder has to start the work within Seven days from date of issue of Acceptance letter.</li> </ol> <p>38) <b>SPECIAL TERMS AND CONDITIONS</b> : The contractor has to read complete NIT including scope of work, Special terms &amp; conditions and General terms &amp; conditions before quoting the tender for better understanding of the work involved.</p> <ul style="list-style-type: none"> <li>Against BOQ SLNO 1 the Contractor to <u>quote only the service charges per each Man day in rate column.</u></li> </ul>		

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<p>39) <b>Lowest offer (L-1 position) of the quoted rate shall be determined based on the value of T= [Sum of (Qty X Unit Rate)] quoted against item at SIno 01 (ie., Service charges) only. Service charges should include expenditure towards security deposit, workman compensation policy and supply of items indicated in SINos 2 to 13. (quoting for all categories is mandatory).</b></p> <p>40) <u>Disputes</u> : All disputes arising out of this contract shall be referred to the decision of the Complex Chief at Kolar Gold Fields.</p> <p>41) <u>Disputes / Damages</u> : All claims arising by OR at the instance of the LABOURERS OR THEIR HEIRS OR SUCCESSORS, INCLUDING CLAIMS UNDER the Workmen's Compensation Act 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.</p> <p>a. 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.</p> <p>b. "ARBITRATION OF DISPUTES: The venue of arbitration will be in India and in accordance with Arbitration &amp; Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. 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. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore".</p> <p>c. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.</p> <p style="text-align: right;">Accept all terms and conditions of the subject tender unconditionally and hence I participate in the tender.</p> <p>A G M Contract Purchase</p> <p style="text-align: right;">Signature of firm(s)</p>		

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BEML LIMITED  
KOLAR 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 – 279365 / 279308

Fax : 08153 - 263274

<b>Sub :</b>	Service Contract for Deployment of skilled and unskilled man power at HFU (Heavy fabrication Unit), EM Division, BEML Ltd., KGF.
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## 8. COMMERCIAL BID

Note :

- (1) The UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'.
- (2) The 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) The unit rates quoted in Rs should be exclusive of applicable GST.

### Important Note:

1. 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. 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.
3. 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.
4. Any material 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 incharge, bulk supplies are to be made only after acceptance of the sample.
5. Selection of L1 firm will be based on the value of ' T ' (Sum of (Qty X Unit Rate) quoted against BoQ
6. Payment Terms will be against certification of user department SRM code = L046. Bidders are requested to indicate/select the same in their commercial bid.
7. 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.



Ref	EMCP/HFU/Man power/Tender Document			Date : 01-06-2019	
SCHEDULE 'A' BILL OF QUANTITIES					
SI No	Description	Qty	Unit	Unit Rate (Rs)	
a	b	c	d	e	
(I)	<p>Service charges for deployment of Labour for HFU.</p> <p>Note : (i) Firm has to quote only for service charges for deployment of labour. Labour wages with PF, ESI, BONUS, Leave with wages etc. as per prevailing rates for the actual attendance will be paid by BEML through contractor and the same should not be included in service charges.</p> <p>(ii) Qty = 301x2x121 = 72,842.</p> <p>(iii) Extended Value (f) = c x e.</p>	72842	Nos		
Service charges should include expenditure towards security deposit, workman compensation policy and supply of items indicated in (II) below.					
(II) List of items to be supplied					
Value of below indicated items should be included in the service charges.					
Values for below indicated items to be indicated for reference.					
1	1 pair Shoes & 2 pairs of socks for 2 Years	121	Sets		
2	Stitched uniform 2 Pairs per year (ie., 2 Pants & 2 Shirts)	121	Sets		
3	PPE Items as below (Qty indicated per year) :				
3.1	Welder's Helmet	26	Nos		
3.2	Hand gloves - 450mm (26 pairs for every 3 months)	104	Pairs		
3.3	Hand gloves - 300mm (91 pairs per year)	364	Pairs		
3.4	Hand gloves - Electric Shock proof (4 pairs for every 6 months)	8	Pairs		
3.5	Nose Mask (121 Nos per Month)	1452	Nos		
3.6	Welding Shield	26	Nos		
3.7	Welding Coat	26	Nos		
3.8	Plain Goggles	60	Nos		
3.9	Ear plug (121 Nos per Month)	1452	Nos		
3.10	Soap / Cream for hand washing (121 Nos per Month)	1452	Nos		
END OF BOQ					

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<p><b><u>IMPORTANT NOTE:</u></b></p> <ol style="list-style-type: none"> <li>1. The rate quoted is firm and Exclusive of GST. <ul style="list-style-type: none"> <li>• 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.</li> </ul> </li> <li>2. The quotation should be for the complete scope of work specified.</li> <li>3. The rates are to be entered in the BEML SRM system only in the 'Item Data'.</li> <li>4. Bids are liable for rejection, if prices are indicated in technical bid.</li> <li>5. If in doubt / difficulty please ask the concerned.</li> <li>6. Total service charges (c*e) will be considered for arriving at L1 status. L-1 will be decided based on least value of total service charges ie., <math>f = c \times e</math>.</li> <li>7. Rebate if any should be entered in the 'My Notes' Section under 'Item Data'.</li> </ol> <p><b>-END OF TENDER DOCUMENT.</b></p>		