

BEML LIMITED

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

Regional Office,

F-4, Dr. Rajendra Prasad Road,

Block-27, Neyveli-607 803.

TENDER ENQUIRY (Bid Invitation # 6300028217)

Tender Ref.:MA/Labour/2019-21

Date:27.06.2019

To: M/s.

Dear Sir,

Sub: Labour Contract for “2 No’s of Semi-skilled Labours, 5 No’s of Security Guards, 1 No’s of House Keeper and 3 No’s of Caretaker” for Regional Office, Neyveli & R.O.Neyveli Stores and District Office, Chennai, VIP Transit House, Chennai”.

BEML LIMITED invites quotations in two bid system from reputed service providers to enter into 2 years labour contract for ““2 No’s of Semi-skilled Labours, 5 No’s of Security Guards, 1 No’s of House Keeper and 3 No’s of Caretaker” for Regional Office, Neyveli & R.O.Neyveli Stores and District Office, Chennai, VIP Transit House, Chennai” as per the terms and conditions specified in the tender. **The bids are to be submitted/ uploaded on or before closing date and time i.e. 12.07.2019 by 15.00 Hrs.**

The scope of work and terms & conditions shall be as per **Schedule-A (Part-A)** and Special terms & conditions shall be as per **Schedule-A (Part-B)**. You are requested to quote your lowest offer for above said Contract.

1. SUBMISSION OF BIDS

This tender consisting of

Part A – Submission of EMD & Tender Fee (In manual mode)

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

The details are as below:-

1.1 Part A: Submission of EMD & Tender Fee (to be submitted through Manual mode)

Original demand drafts for Rs.5,000/- (Rupees Five Thousand only) towards EMD and for **Rs 500/-** (Rupees Five hundred only) towards tender fee in favor of BEML Limited payable at Chennai, have to be submitted in person in a sealed cover/ send to the following address to reach us on or before closing date & time of the tender. Super scribe the envelope with Tender Ref.: **MA/Labour/2019-21 dated 27.06.2019.**

The Regional Manager,
Regional Office,
BEML LIMITED,
F-4, Dr.Rajendra Prasad Road,
Block -27, Neyveli-607803.

(Envelopes as above received by due date & time will be opened in presence of bidders who wish to be present on closing date at **15:00 Hrs** at the above venue. The bids of the tenderers whose envelopes containing above DDs received after closing date & time will not be considered)

1.2 Part B : Technical Bid : (To be submitted through e-mode on BEML SRM system)

TECHNICAL CRITERIA:

<i>Sl No</i>	<i>Criteria Details</i>	<i>Documents required to be uploaded in Collaboration folder of SRM system in PDF format for evaluating the Criteria(*)</i>
1	The average annual turnover for the last 3 financial years, i.e. 2016-17 , 2017-18 & 2018-19 shall not be less than Rs 5 Lakhs <i>In case, audited financial results of 2018-19 has not been declared by the agency before closing date of tender, annual turnover for 2017-18 shall be considered (in lieu of 2018-19) for bid evaluation.</i>	Please upload Audited Balance Sheet and Profit & Loss account statements of last 3 financial years. (i.e.2016-17 , 2017-18 & 2018-19)
2	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which Tenders are invited, should be either of the following: a. Three similar completed works costing not less than Rs.5.00 Lakhs OR b. Two similar completed works costing not less than Rs.7.00 Lakhs OR c. One similar completed works costing not less than Rs.9.00 Lakhs	Please upload Work order copy along with Work Completion Certificate for any one applicable (i.e. 'a' or 'b' or 'c').
3	Brief Details about the Firm/Agency	Please upload filled in format as per Enclosure-1.
4	Not banned/ blacklisted/ debarred from Trade by any Central/ State Government department/ Autonomous Institutions or PSUs in India.	Undertaking document as per the Enclosure-2
5	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Undertaking document as per the Enclosure-3

***Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.**

*** Preference will be given to those firms having experience in carrying out housekeeping / Caretaker activities.**

Please ensure that **no price details** are mentioned in the technical bid (attachments to the Collaboration Folder) or in the envelope with EMD/Tender fee. **Offers with price details either in technical bid (under part B) or in the envelope at Part A, will be rejected.**

1.3 Part C : Price Bid: (To be submitted through e-mode on BEML SRM system)

Please quote the price details in 'Item Data' in the system only as indicated.

Bidder has to quote for all the line items, else their bid shall be rejected.

The details to be entered in the Item Data in the SRM system is as given below:

CATEGORY-A: SERVICE CHARGES PER LABOURER FOR EACH WORKING DAY

<i>SL. NO.</i>	<i>DESCRIPTION OF CONTRACT LABOURERS</i>	<i>CATEGORY OF CONTRACT LABOURER FOR PAYMENT</i>	<i>No. OF LABOURERS PRESENTLY REQUIRED</i>	<i>SERVICE CHARGES PER WORKING DAY PER PERSON* in Rs. (exclusive of Service Tax)</i>
1.	Semi Skilled Labour for R.O Neyveli Stores.	Semi skilled	02 Nos.	
2.	Security Guards (without Arms) for R.O Neyveli Stores.	Security Guards (without Arms)	04 Nos.	
3.	Security Guards (without Arms) for Regional Office, Neyveli.	Security Guards (without Arms)	01 No.	
4	Housekeeping for District Office, Chennai	Sweeper	01 No.	
5	Care taker for Regional Office, Neyveli	Office Boy	01 No.	
6	Care taker for VIP Transit house, Chennai	Transit House care taker	02 Nos.	

*Service Charges per working day per person inclusive of "Prescribed Uniforms (Pant / Shirt) and shoes for male employees which are to be provided by the Contractor as per details given below:
Uniform : 2 sets per year & Shoes & Chappals : 1 pair per year & Socks : 2 pairs per year
Wherever essential, contract labourers to be provided with hand Gloves, Face mask etc. by the Contractor. For Security Guards, Whistle, Stick and Torch lights to be provided by the Contractor.
Shift Timings for Security Guards- Ist -06AM to 02 PM, IInd-02PM to10PM &IIIrd-10PM to 06AM.

NOTE: MINIMUM WAGES AS FIXED BY CENTRAL GOVERNMENT, STATUTORY PAYMENT TOWARDS EMPLOYER'S CONTRIBUTION FOR PROVIDENT FUND (13.00%), ESI(4.75%), ANNUAL BONUS 8.33% Per Annum /Per person GST AS APPLICABLE SHALL BE MADE GOOD BY BEML LIMITED. THE CONTRACTOR IS REQUIRED TO QUOTE SERVICE CHARGES PER LABOURER PER WORKING DAY.

1.3.1 **Determination of lowest bidder (L-1):**

Lowest bidder shall be determined on total Monthly charges basis for “Category-A above”. Total charges per month shall be calculated as below:

<i>s. no.</i>	<i>Description</i>	<i>Total per month (Rs)</i>
1	Category-A	(Service Charges per Working Day per person) X (no. of labourers) X (no. of working days i.e. 26 days) + applicable tax

1.3.2 BEML reserves the right to award the contract to one or more agencies based on the commercial viability. In all the above cases, BEML reserves the right to counter offer against any specific quoted prices of L1 agencies, if they are found high on case to case basis.

2. **Evaluation of Bids:**

Envelopes received as per Part-A above will be opened first and subsequent to realization of DDs(towards EMD and Tender fee), technical evaluation of those bids will be carried out in line with Part-B and Price bids of such agencies/ firms whose technical bids are qualified as per tender terms, will be opened for further processing. The date and time of opening of Price Bids shall be informed to the technically qualified Bidders.

3. **Digital Signature**

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

In case of any queries on Digital Signature or submission of bid in the system, please contact **BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.**

4. **GENERAL TERMS & CONDITIONS**

The terms “Supplier” & “Purchaser” refers to Consultant/Agency & BEML respectively in the General terms & Conditions.

4.1 **Duration of the contract :**

- A) The contract shall be for a period of Two years.
- B) The contract may be extended for a further 1 year on successful completion & satisfactory performance of the contract on mutual consent with the same rate and terms & conditions.

4.2 **ARBITRATION:**

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of

Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

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

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

4.3 FORCE MAJEURE CLAUSE:

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

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

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

4.4 APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

4.5 BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this

and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

4.6 JURISDICTION

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

4.7 DURING ARBITRATION

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

4.8 PROGRESS REPORT

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

4.9 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

4.10 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Thanking you,
For BEML Limited

Regional Manager
Regional Office,
Neyveli.

SCHEDULE-A

TERMS AND CONDITIONS FOR THE CONTRACT (PART-A)

- A) The contract shall be for a period of Two years.
- B) The contract may be extended for a further 1 year on successful completion & satisfactory performance of the contract on mutual consent with the same rate and terms & conditions.
- C) BEML Limited shall reserve the right to short close the contract by giving One month notice **or** without notice for breach of contract **or** without assigning any reason whatsoever.
- D) Periodical rotation of the personnel deputed should be ensured.
- E) The age of the personnel engaged should be preferably below 45 years.
- F) No conveyance /accommodation shall be provided by the Company.
- G) Personnel engaged shall be on duty in the shift of 8 hours duration.
- H) In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
- I) Personnel engaged should ensure perfect discipline and behavior and diligent performance of duties and in no circumstances they may cause any interference, annoyance or nuisance to the officials of the Company.
- J) The Personnel shall report for the duty in uniform and shoes, which are to be provided by the Agency/Contractor.
- K) Canteen facilities - tea & coffee will be provided for the personnel who are on duty, twice a day free of cost.
- L) The Supervisor should ensure control over their personnel, reporting of personnel, their detailment, etc.
- M) The agency should make their own arrangements to provide accommodation to their staff.
- N) The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc. (But payment will be made only for the day of attendance to the duty).
- O) Agency should provide all equipment in good condition as per requirement.

JOB DESCRIPTION: SEMI SKILLED LABOUR, AREA: R.O Neyveli Stores

2 No's of Semi-Skilled Labours are required for Loading and unloading of parts at Neyveli Stores and movement of parts from one place to another and also other works assigned as per the directives of authorized person at BEML Neyveli stores at No.F-29, Block 26, J.N Salai, Neyveli - 607803.

JOB DESCRIPTION: CARETAKER, AREA: Regional Office, Neyveli and District Office, Chennai

1 No Caretaker is required at Regional Office, F-04, Block 27, Dr.Rajendra Prasad Road, Neyveli-607807

2 No's of Caretakers are required to take care of VVIP and VIP rooms at Transit House round the clock 24x7 at #3, Supriya Estate, Flat No.11, Sterling Road, Chennai.

JOB DESCRIPTION: HOUSEKEEPER, AREA: District Office, Chennai.

1 No Housekeeper will take care of cleaning activities of Transit House and District Office, Chennai

JOB DESCRIPTION: SECURITY GUARD (WITHOUT ARM), AREA: Regional Office, Neyveli & R.O Neyveli Stores.

4 No's Securities for Regional Office, Neyveli and 1 No Security for R.O. Neyveli Stores.

PAYMENTS:

1. Payments to the Labourers should be made on or before 7th of each month in presence of representative of BEML against the services rendered during the previous month, after certification of the satisfactory completion of the job during that month duly recommended by the Management representatives. No deductions other than statutory shall be permitted.

The payment to the contractor shall be released within 7 days from the date of submission of bills by the contractor to HRD the Management services Department and all efforts shall be taken to clear the bills at the earliest subject to compliances of required formalities by the contractor. However, the contractor shall arrange to make the monthly wages / salary to his labourers within the prescribed time limit i.e., on or before 7th of each month for disbursing the wages in accordance with the THE TAMILNADU CONTRACT LABOUR RULES, 1975, without correlating to his monthly bills. Such payments will be made through bank account or in the presence of BEML Management's representative.

2. The Contractor shall ensure that all the staff engaged by him and deputed are covered under ESI Act/PF Act. The list of such staff shall be submitted to the Management Services Department .
3. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from management representative concerned.
4. The contractor should submit the bills (i.e. Inclusive of employers' contribution towards PF, ESI, EDLI, etc along with the filled in PF, ESIC challans only in case of BEML works to The Management services Department latest by last working day of the month. Delay in submission will automatically result in delay of release of payment. However, contractor should ensure payment to the labourers on or before the 7th of every month. Contractor has to ensure that all the personnel engaged have opened bank accounts in individual names and payment to be made through Bank with in one month from the date of awarding contract
5. The contractor has to maintain Register of Wages, Muster Roll, ESI Contribution Register and all other Registers, Returns as per statutory requirements and the same shall be under the custody of BEML Management. In addition the register of wages shall be in the format as prescribed by Contract Labour (Regulation and Abolition) Act 1970, Form –XVII, Form-22 under the Payment of Wages Act, Form-7 under ESI Act and no column left blank except those of date of disbursement of Wages, Signature of Contractors and Management Representatives and Contract Personnel on the document. On receipt of valid claim from the Contractor duly certified by the Management Representatives in HR Department, Accounts Department will issue the cheque for the Net Payable amount to Contract Labourers subject to fulfillment of statutory requirement.
6. Disbursement of wages will be made in presence of Agency's Supervisor with BEML Representatives from HR Department and Accounts Department.

Compensations Leviable on Service Charges:

SL	Description	Compensation Leviable on Service Charges	Maximum Compensation Leviable on Service Charges
01	Should cover all the contract workers under CONTRACTOR ALL RISK COVERAGE POLICY	Service charge will be with held till producing policy	
02	Daily attendance details to be submitted to HR monthly latest by 3 rd of every month with co-ordination of user Department	0.5% per week of delay from the contract bill	5% of the contract bills.

03	Monthly wages to be paid on or before 7 th day of every month If delay in making payment	1% per day of delay from the contract bill	10% of the contract bills.
04	Bonus bills to be submitted within the stipulated date declared by management.	0.5% per week of delay from the contract bill	5% of the contract bills.
05	Uniform & Shoes (personnel protective equipments wherever applicable) to be issued within 45 days from the date of release of the work order	0.5% per week of delay from the contract bill	5% of the contract bills
06	Bank A/c opening & payments through BANK within one month from the date of awarding contract	Service charges will be withheld till payment is made through Banks	
07	Delay in remittance / filling of returns of PF /ESI contribution / periodical returns to Labour Authorities	Till the remittance of contribution / filling of returns monthly basis service charges will be withheld	

7 OTHERS

- 7.1 After awarding the contract to the agency, if the related documents furnished are found to be incorrect or false or fake, the agency forfeits its EMD & such agency's orders will be cancelled without any notice, apart from initiating legal action.
- 7.2 BEML reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BEML consequently.
- 7.3 The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- 7.4 Fax/email quotations are not acceptable.

SCHEDULE -B

SPECIAL TERMS AND CONDITIONS (PART-B)

1. The tender shall be known as **“2 No’s of Semi-skilled Labours, 5 No’s of Security Guards, 1 No’s of House Keeper and 3 No’s of Caretaker” for Regional Office, Neyveli & R.O.Neyveli Stores and District Office, Chennai, VIP Transit House, Chennai”**.
2. The tender form is not transferable under any circumstances.
3. A prospective Bidder is expected to examine all instructions, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

4. EARNEST MONEY DEPOSIT (EMD) & TENDER FEE

The Bidders shall submit prescribed EMD & Tender fee in form of Demand Drafts through any bank payable to BEML Limited, Bangalore.

The EMD shall be forfeited:

- i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In case of a successful Bidder fails to sign the Contract or furnish the agreement within the prescribed date or
- iii. In case of a successful Bidder fails to furnish the Security Deposit.

5. PAYMENT MODES FOR EARNEST MONEY DEPOSIT/ TENDER FEE

- 5.1 The Firm/ Agency / Institution should pay the Earnest Money Deposit (EMD) /Tender fee by way of Demand Draft (DD). EMD of the successful Bidder will be refunded after fulfillment of the Security Deposit/ Performance Bank Guarantee (PBG) Clause. EMD of unsuccessful bidder will be returned after finalization of contract. However, Bankers cheque may also be considered for local bidders. DD shall be in favor of “BEML Limited” payable at Bangalore.
- 5.2 The deposit towards EMD shall not carry any interest. Tender fee is non-refundable.
- 5.3 The EMD has to reach the address as mentioned above within the closing date & time of this tender. Bids without receipt of EMD before the closing date & time of the tender or with EMD in the form of Cheque / Cash or EMD with lesser amount will not be considered and will be rejected.

6. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for **90 Days** from the date of bid opening.

In exceptional circumstances, BEML may solicit the Bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

7. The Company shall be entitled to forfeit the whole or any part of the Security Deposit/ Performance bank Gurantee for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.
8. Quotation without EMD or insufficient EMD will be rejected outright.
9. **Performance Bank Guarantee(PBG):**
The successful tenderer, before commencement of the Contract will have to furnish a **Performance Bank Guarantee** for an amount equivalent to one month Contract Bill from **any Public Sector Bank**, to ensure safe operation of the contract. The Bank Guarantee should be valid up to 3 months AFTER EXPIRY OF THE CONTRACT covering the claim period. The Bank Guarantee (without any interest) will be returned to the contractors after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract. The decision of the **Chief General Manager (Finance), Corporate Office, Bangalore** will be final with regard to the encashment of Bank Guarantee.
10. The Company (M/s. BEML Limited) reserves the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.
11. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender.
12. **PERIOD OF CONTRACT:** The contract shall remain in force for a period of **TWO YEARS** from the date of commencement of the contract with an option for the company (M/s BEML Limited) to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above works, if required.
13. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and all other statutory requirements.
14. **LICENCE:** The successful tenderers should submit valid license issued by the Competent Authority under Contract Labour(R&A) Act 1970, before commencement of job after receiving the Form V, on awarding of Contract. Contract will be deemed cancelled in case the required license is not produced within the period of 15 days and BEML Limited will have right to place the contract on other contractors as per its discretion at a later stage at the risk and cost of the contractor duly forfeiting the EMD from the successful Contractor, who has failed to produce the requisite licence within the prescribed time limit.
15. **PAYMENT OF MINIMUM WAGES :**
 - i) The Contractor shall ensure payment of Minimum Wages prescribed by Central Government from time to time to the staff engaged through the Agencies.
 - ii) The Minimum Wages payable per month to the contract personnel for 8 hours work per day in a month for 26 days basis inclusive of holidays will be as per the Minimum Wages notified by the Central Government.

Any variation in Minimum Wages notified by the Central Government from time to time will be made good by BEML Limited on documentary proof i.e. any increase will be paid by BEML Limited

16. Other facilities to be provided to the Contract Labourers by the Contractor. No extra amount will be paid for the same.
- i) Prescribed Uniforms (Pant & Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals to be provided by the Contractor.
Uniform: 2 sets per year
Shoes & Chappals: 1 pair per year
Socks : 2 pairs per year
 - ii) Wherever essential, contract labourers to be provided with Gloves, Face mask etc.
 - iii) For Security Guards, Whistle, Stick and Torch lights to be provided by the Contractor.
17. The Employees' ESI Contribution at the rate of 1.75 % (as applicable currently) shall be recovered from the wages of each staff.
18. The Employer's ESI contribution at the rate of 4.75% shall be borne by the Company (BEML) and paid to the Contractor every month on production of proof of payment to the concerned authority.
19. The Employees' contribution of Provident Fund shall be at the rate of 12% of wages (as applicable currently) and the same shall be recovered from the wages of each personnel.
20. The Employer's contribution of the Provident Fund at the rate of 12% of wages shall be borne by the Company and paid to the Contractor every month on production of proof of payment to the concerned authority. Out of the Employer's share of 12%, 8.33% shall be diverted towards Employee Pension Scheme account and the remaining 3.67% of Employer's contribution to be added to Employee's contribution of provident Fund.
21. The miscellaneous payment/ contribution such as Provident Fund Administrative charges, EDLI Contributions and EDLI Administrative charges shall be paid at the rates indicated as under and the same shall be borne by the Company (BEML Limited), on production of proof.
- | | | |
|------|-----------------------------|---------------------|
| i) | PF Administrative charges | - 0.85% |
| ii) | EDLI Contribution | - 0.50% |
| iii) | EDLI Administrative charges | - 0.01% |
| | TOTAL | <u>1.36%</u> |
22. The copies of challans for having remitted ESI and PF contributions only in case of BEML Contract shall be enclosed to the bills along with the statement/ returns as applicable showing the recoveries etc. for auditing the wage bill for that month without exception and the same should be co-ordinated by the HR Department of Corporate Office, Bangalore.
23. The tenderers should quote his /their Organization's Registration/ Code number for the registrations with ESI/PF authorities of Tamil Nadu State only. **The tenderers who are not having registration in Tamil Nadu should apply and arrange for the same before the contract is awarded, failing which his tender will be rejected.**
24. Tenderers having ESI/ PF Code No. only need to apply and the tenders of the tenderers not having ESI/ PF Code No. will be summarily rejected.
25. The Contractor should employ only ESI registered Staff for this work. Staff without ESI No. will not be allowed to work against this Contract.
26. All statutory remittances of PF and Employee's Pension contributions recovered from the contract staff along with the Contractor'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 by him. After remittance, the contractors have to forward remittance challans to RPFC for their records.

27. The Contractor will assist RPFC in settlement of the claims of the employees, whenever such claims arise, either due to termination, discontinuation or death.
28. The extension of ESI and PF benefits to the staff of the Contractors will be available only during contract period. After the contract is completed, Contractor's employees may in accordance with the PF rules, withdraw PF amount transferred to their PF Account with the new employers.
29. The Contractor should maintain all Registers and Records / Returns required for ESI / PF payment, Payment of Wages Act, Minimum Wages Act, Bonus Act, Contract Labour(R&A) Act 1970, etc and under any other statute and produce them for verification as and when called for by the Company / Inspecting authority.
30. The payment will be made in the presence of BEML Management's Representative in accordance with the Contract Labour(R&A) Act 1970.
31. The Contractor shall duly observe the provisions of the Contract Labour (R&A)Act-1970 and the rules thereunder and also the provisions of all other laws, including Industrial Dispute Act, Factories Act, Employees State Insurance Act, Employees Provident Fund and MP Act, Payment of Minimum Wages Act, Gratuity Act, Payment of Bonus Act as may be applicable to him and his Employees and keep the Company(BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his Employees on any account against the Company.
32. The Labourers employed for executing the work in this contract shall be trained, healthy and able bodied persons, capable of doing the work for which their services are intended. They shall be above 18 years and preferably below 45years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.
33. The labourers are liable for verification of their Character and Antecedents. However, the Contractor should ensure supply of labourers with clean Character and Antecedents.
34. In the event of the Contractor failing or neglecting to carry out the work as specified and as required by the Company (BEML Limited), the Company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit/ Bank Guarantee OR any part thereof remaining to the Credit of the contractor and at its option also be entitled to terminate the contractor.
35. **ACCIDENT**
- i) The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work and all contract personnel shall be covered under ESI Act and PF Act from the very 1st day of the engagement.
 - ii) The contractor will make proper arrangements for medical attention and treatment to the staff.
 - iii) The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.
 - iv) In respect of disputes arising under this contract or connected, the court situated at Bangalore alone shall have jurisdiction to entertain and adjudicate the matter.

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