

Ref : EMCP/Term Contract/2019-20/Tender Document

Date : 18-05-2019

Tender Document

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| Sub | Term Contract for Maintenance and Minor Works including Machine Foundation in EM Division, HFU, H&P Division, R&D Complex, Township and SQA(V) establishment at BEML Ltd – KGF for 2019-20. |
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Tender Document

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1. 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 following :

Term Contract for Maintenance and Minor Works including Machine Foundation in EM Division, HFU, H&P Division, R&D Complex, Township and SQAE(V) establishment at BEML Ltd – KGF for 2019-20.

| SINo | Description | Details |
|------|-------------------------------|--------------------------|
| 1 | Approximate value of contract | 95 Lakhs (Excluding GST) |
| 2 | Duration of the contract | One Year |

Note : (1) Value indicated at 1 above includes

- (a) Labour Expenditure.
- (b) Supply of Items etc.

(2) Firm to quote in unit % rates against all items of BOQ.

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.

AGM - Contract Purchase
EM Division, BEML Ltd
BEML Nagar, KGF – 563 115.
08153-279365

2. Letter to Bidder / Tenderer

To : M/s

Dear Sir,

Further to the tender notice (at page 3/21), 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 term contract for a period of one year, with right contractor having capability to execute various civil works as and when arises at BEML Ltd, KGF Complex amounting to 95 lakhs in one year approximately.

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 / NSIC certificate, MSME Certificate (Firms claiming EMD exemption) 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 & Time, Subject, Address etc., 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 the office of AGM – Civil Constructions & Services – EM Division, Contact No. 08153-263864, 08153-279952.

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

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| 2.1 | (A) Tender Description | Term Contract at BEML Ltd – KGF. |
| | (B) Contract Period | ONE Year. |
| | (C) Tender Reference | EMCP/Term Contract/2019-20/Tender Document Dated 18-05-2019 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 Individual Work Order 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. |
| 2.2 | Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED) | |
| | (A1) Earnest Money Deposit (EMD) Returnable | Rs 1,90,000/-. (Rupees One Lakh Ninety Thousand). |
| | <p>(a) EMD amount to be paid by RTGS / NEFT to Account No 54029289872, M/s BEML Ltd., EM Division KGF. IFSC code : SBIN0040168 (SBI BEML Nagar).</p> <p>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.</p> <p>(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).</p> <p>Pre-Qualification Bid Envelop should contain : Details of A1 [(a) or (b)].</p> <p>Pre-Qualification Bid Envelop should be addressed to : 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 & Time, Subject, Address etc.</p> | |

| 2.3 | Technical Bid : Qualifying Criteria The scanned copies of following Bidders qualifying documents are to be uploaded along with the Technical bid. (BIDS NOT COMPLYING WILL BE REJECTED) | | | |
|--|--|--|------------------------|--|
| SINo | Description | Requirement | | Additional Information |
| | | Details | Value (Rs In Lakhs) | |
| B1 | NIT Acceptance Letter (To be down loaded from SRM Platform) | To be signed with seal | | Same to be signed with seal, scanned and to be uploaded on SRM Platform |
| B2 | Corrigendum if any (To be down loaded from BEML website www.bemlindia.com) | All pages to be signed with seal | | 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 | Certified by practicing CA | 28.50 | Scanned copy to be uploaded on SRM Platform |
| B4 | Experience in executing Civil Engineering Works / Similar type of works 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 | 76.00 | (a) Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (b) 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. |
| | | 2 Similar works each of Minimum value | 47.50 | |
| | | 3 Similar works each of Minimum value | 38.00 | |
| B5 | IT returns Filing | Latest or for AY 2018-19 AY 2017-18 AY 2016-17 | | Scanned copy to be uploaded |
| Scanned copies of following documents may be uploaded along with the Technical bid if available at time of bid submission : (1) Labour License under Contract Labour (Regulation & Abolition) Act 1970 and Central Rules made there under. (2) PF &ESI Registration Certificate. (3) PAN & GSTIN. | | | | |

Pre-Bid Meeting / Study**(Not Mandatory)** but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract : AGM – Civil Construction and Services,
EM division, BEML Ltd, KGF.
08153-263864 / 279952.

Note :

- (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.
- (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.
- (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.
- (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.
- (e) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names ie.,
 - (1) For signed & sealed tender document – FILE NAME = Tender_Doc_Signed&Sealed
 - (2) For Annual Turn over certificates – FILE NAME = Annual_Turnover etc.,Do not club all the documents in one single file.
- (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.
- (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.
- (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.
- (i) Firm has to ensure updating their GST details at BEML WEB SITE www.bemlindia.com.

2.4 QUESTIONNAIRE

(To be filled in by the Tenderer and to be uploaded along with the Technical Bid)

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| 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 | |
| 18 | Self declaration by vendor that they are not black listed by any Govt / PSU organization. | |

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| 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> | |
| <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 of Total value "Sum [(QTY x Unit % Rate)]" for all items as per BOQ.
8. Payment will be against certification of civil maintenance department (SRM code = L046). Bidders are requested to indicate/select the same while quoting the 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

Term Contract for Maintenance and Minor Works including Machine Foundation in EM Division, HFU, H&P Division, R&D Complex, Township and SQAE(V) establishment at BEML Ltd – KGF for 2019-20.

Note :

- (a) Contractor has to study and understand complete scope of Work, Special terms & Conditions and General terms & conditions before quoting the tender.
- (b) Non performance of job in any area will lead to deduction proportionately from the bills payable.
- (c) Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Special Terms and Conditions, General Terms and Conditions, General Conditions & Revised special conditions for civil works contract (ES/Terms & Conditions/ Civil works dated 23-08-2018).
- (d) Following scope of work is included to be executed all as per instructions / directions of the Officer in-charge of Civil Maintenance.

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|--|---|----|---|----|---|----|---|----|--|----|--|----|--|--|--|
| 1 | The contract comprises of full, final and entire completion of “Term Contract for maintenance and minor works including machine foundations in Earth Movers Factory, Heavy Fabrication Unit (HFU), H&P, Township and R&D Complex for BEML Ltd., at KGF (2019-20)”, all as shown in Schedule ‘A’ and as described in these particular specifications and detailed in drawings and also subject to the General & special conditions of contract. The contract shall be in force for a period of ONE YEAR from the date of acceptance of the contract. | | | | | | | | | | | | | | |
| 2 | This is for execution of all types of civil works as required by BEML, KGF from time to time during the pendency of the contract period - one year, costing less than Rs.3 lakh for each individual work. | | | | | | | | | | | | | | |
| 3 | The annual expenditure towards term contract is expected to be Rs 95 Lakhs. | | | | | | | | | | | | | | |
| 4 | Area of application of this contract as follows : <table border="1"> <tr> <td>1.</td><td>Term contract for maintenance and minor works including machine foundation in EM Factory at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 47 Lakhs.</td></tr> <tr> <td>2.</td><td>Term contract for maintenance and minor works including machine foundation in HFU at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 3 Lakhs.</td></tr> <tr> <td>3.</td><td>Term contract for maintenance and minor works including machine foundation in H&P division at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 8 Lakhs.</td></tr> <tr> <td>4.</td><td>Term contract for maintenance and minor works including machine foundation in R&D Complex at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 5 Lakhs.</td></tr> <tr> <td>5.</td><td>Term contract for maintenance and minor works in Township for BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 17 Lakhs.</td></tr> <tr> <td>6.</td><td>Term contract works exclusively for maintenance of SQAE(V) establishment in KGF. (Sector-II). Approximate value of work = Rs 15 Lakhs.</td></tr> <tr> <td colspan="2">Note : (a) Values indicated are approximate / annum excluding GST. (b) Term contract will be for executing urgent civil works costing less than Rs 3.00 Lakhs / work.</td></tr> </table> | 1. | Term contract for maintenance and minor works including machine foundation in EM Factory at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 47 Lakhs. | 2. | Term contract for maintenance and minor works including machine foundation in HFU at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 3 Lakhs. | 3. | Term contract for maintenance and minor works including machine foundation in H&P division at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 8 Lakhs. | 4. | Term contract for maintenance and minor works including machine foundation in R&D Complex at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 5 Lakhs. | 5. | Term contract for maintenance and minor works in Township for BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 17 Lakhs. | 6. | Term contract works exclusively for maintenance of SQAE(V) establishment in KGF. (Sector-II). Approximate value of work = Rs 15 Lakhs. | Note : (a) Values indicated are approximate / annum excluding GST. (b) Term contract will be for executing urgent civil works costing less than Rs 3.00 Lakhs / work. | |
| 1. | Term contract for maintenance and minor works including machine foundation in EM Factory at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 47 Lakhs. | | | | | | | | | | | | | | |
| 2. | Term contract for maintenance and minor works including machine foundation in HFU at BEML Ltd., KGF (Sector-I). Approximate value of work = Rs 3 Lakhs. | | | | | | | | | | | | | | |
| 3. | Term contract for maintenance and minor works including machine foundation in H&P division at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 8 Lakhs. | | | | | | | | | | | | | | |
| 4. | Term contract for maintenance and minor works including machine foundation in R&D Complex at BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 5 Lakhs. | | | | | | | | | | | | | | |
| 5. | Term contract for maintenance and minor works in Township for BEML Ltd., KGF (Sector-II). Approximate value of work = Rs 17 Lakhs. | | | | | | | | | | | | | | |
| 6. | Term contract works exclusively for maintenance of SQAE(V) establishment in KGF. (Sector-II). Approximate value of work = Rs 15 Lakhs. | | | | | | | | | | | | | | |
| Note : (a) Values indicated are approximate / annum excluding GST. (b) Term contract will be for executing urgent civil works costing less than Rs 3.00 Lakhs / work. | | | | | | | | | | | | | | | |

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| | <p>(c) Contract will be finalised with the percentage over the latest Military Engineering Services Standard Schedule of Rates (ie., MES SSR - 2010).</p> <p>(d) L-1 will be based on least of Sum (Qty x Unit % quoted by technically accepted bidder. L-1 will be considered for award of contract for Sector-I area (SINos 1 and 2). L-2 will be considered for award of contract for Sector-II area (SINos 3 to 6), if L-2 agrees for L-1 finalised percentage. If L-2 not agrees, then contract for both Sector I and II will be considered for awarding to L-1.</p> |
| 5 | The contract shall include all labour, materials, tools and plants equipment and transport which may be required in preparation for and in the full and entire execution and completion of any works, repairs, minor works, etc, including Machine foundation ordered by the Concerned Civil Department, BEML Ltd., KGF, which shall be carried out by the contractor within the time specified in the respective work orders and as per the directions of the Engineer-in-charge. |
| 6 | Works pertaining to tree planting and gardening shall not be ordered on the term contract. |
| 7 | The dates of completion given in the individual work order shall be binding on the contractor and in the event of the contractor failing to complete any work order within the time specified, compensation as stipulated in special conditions attached will be levied. |
| 8 | For items of work which cannot be priced direct from the aforesaid MES schedule, payment shall be as per General rule under section-1.11 on serial Page-25&26 of MES SSR 2010, part-II with an addition of 10% over star rates to cover all overheads and profits. All non-schedule rates shall be approved by the Accepting Officer. |

4. Special Terms & Conditions

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| 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. 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 Purchase Order. |
| 2 | Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for General Conditions & Revised special conditions for civil works contract. |
| 3 | 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. |
| 4 | Arbitration of Disputes : The 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. |
| 5 | 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. |
| 6 | 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. |
| 7 | Contractor has to make arrangements for providing requisite manpower to execute the work on time, support materials for undertaking the job and safety equipment for safe & smooth approach for completion of work at heights/locations. |
| 8 | Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works. |
| 9 | Contractor has to submit work certification from Civil Maintenance for processing of monthly bills. |
| 10 | 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. |
| 11 | Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for his labours. |
| 12 | 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. |
| 13 | 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. |

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| 14 | GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority. |
| 15 | <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 (Contractor all risk 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> |
| 16 | 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 Engineer-in-charge. 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 & 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. 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. |
| 17 | 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. |
| 18 | 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. |
| 19 | BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons. |
| 20 | 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. |
| 21 | All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding. |

5. General Terms & Conditions

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| 1 | <p>Security Deposit :</p> <p>1.1 Successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of Individual Work Order / PO Value (Excluding GST). Such Security Deposit shall not entail any interest payment on refund.</p> <p>1.2 Contractor on acceptance of the individual work order / PO, 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> |
| 2 | <p><i>THE options for payment of security deposit are as under :</i></p> <p>2.1 Contractor on acceptance of the individual work order / PO, 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>2.2 Bank guarantee from Indian Public Sector Bank is also acceptable for Security Deposit. OR</p> <p>2.3 Security Deposit amount may be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire Security deposit shall be deducted before completion of 90% of work.</p> |
| 3 | <p><i>Note:</i></p> <p>3.1 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>3.2 In case of BG submitted towards SD it shall remain in force till the completion of work / Defect liability period + Three months.</p> <p>3.3 The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from 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> |
| 4 | <p><i>REFUND OF SECURITY DEPOSIT :</i></p> <p>4.1 If the contractor has submitted SD in the form of BG will be returned to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects.</p> |

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| | 4.2 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. |
| 5 | Payment shall be made against certification by the Civil Construction & Services (Civil Maintenance) department for successful completion of individual works. |
| 6 | COMPLETION CERTIFICATE : On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill. |
| 7 | FINAL BILL PAYMENT TERMS : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinised by the Engineer-in-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later. |

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

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|-------|---|
| Sub : | Term Contract for Maintenance and Minor Works including Machine Foundation in EM Division, HFU, H&P Division, R&D Complex and Township at BEML Ltd – KGF for 2019-20. |
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6. COMMERCIAL BID**Note (A) :**

- (1) UNIT % VALUES are to be entered in the BEML SRM system, only in the 'Item Data'.
- (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.

Note (B) :

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. Selection of L1 firm will be based on the value of Sum [(Qty X Unit % Rate)] quoted against BOQ.
5. 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.

Note (C) :

1. % Rate quoted should be firm for the contract period.
2. Intending tenderers should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Tenderers are advised to, visit the work areas and then quote.
3. Bid should be for the complete scope of work specified.
4. % Rates quoted shall inclusive of all expenditures.
5. For any clarifications regarding scope of work/terms and Conditions, please contact Officer-in-Charge, Civil Maintenance.
6. Payment will be against certification of Civil Maintenance department based on satisfactory completion of work. Bidders are requested to indicate / select SRM code 'L046' while quoting the commercial bid.

6.1 SCHEDULE 'A' BILL OF QUANTITIES

| Sl No | Description | Qty | Unit | Unit % WRT MES SSR 2010 |
|-------------------|--|-----|------|-------------------------|
| a | b | c | d | e |
| 1 | MES SSR 2010 Section – 2 Labour Rates | 1 | Job | |
| 2 | MES SSR 2010 Section – 3 Earth work | 1 | Job | |
| 3 | MES SSR 2010 Section – 4 Concrete | 1 | Job | |
| 4 | MES SSR 2010 Section – 5 Brick work (sub class 'A' Bricks) | 1 | Job | |
| 5 | MES SSR 2010 Section-6 Stone masonry | 1 | Job | |
| 6 | MES SSR 2010 Section-7 Wood work (Carpenter's work) | 1 | Job | |
| 7 | MES SSR 2010 Section-8 Joinery. | 1 | Job | |
| 8 | MES SSR 2010 Section-9 Builder's Hardware | 1 | Job | |
| 9 | MES SSR 2010 Section-10 Steel, Iron and Aluminum work | 1 | Job | |
| 10 | MES SSR 2010 Section-11 Roof covering | 1 | Job | |
| 11 | MES SSR 2010 Section-12 Ceiling & Linings | 1 | Job | |
| 12 | MES SSR 2010 Section-13 Floor finishes & Pavings | 1 | Job | |
| 13 | MES SSR 2010 Section-14 Plastering & Pointing | 1 | Job | |
| 14 | MES SSR 2010 Section-15 White washing, Colour washing & Distempering | 1 | Job | |
| 15 | MES SSR 2010 Section-16 Glazing | 1 | Job | |
| 16 | MES SSR 2010 Section-17 Painting | 1 | Job | |
| 17 | MES SSR 2010 Section-18 Water supply, plumbing, drains & sanitary Appliances | 1 | Job | |
| 18 | MES SSR 2010 Section-20(A) and (B) Road work, Hard standing and Pavements | 1 | Job | |
| 19 | MES SSR 2010 Section-21 Demolition and Dismantling | 1 | Job | |
| 20 | MES SSR 2010 Section-29 Rain water harvesting | 1 | Job | |
| Total | | 1 | AU | |
| END OF BOQ | | | | |

Note (D) :

1. Firm has to quote Unit % Rate only against specific BOQ items.
2. All expenditures should be considered while quoting.
3. L-1 will be based on least of Sum (Qty x Unit % quoted by technically accepted bidder). L-1 will be considered for award of contract for Sector-I area (SINos 1 & 2). L-2 will be considered for award of contract for Sector-II area (SINos 3 to 6), if L-2 Agrees for L-1 finalised percentage. If L-2 not agrees, then contract for both Sector I and II will be considered for awarding to L-1.

Note (E) :

1. Quoted Percentage with respect to MES SSR rates shall be exclusive of applicable GST & all other taxes are inclusive.
2. This is a term contract for execution of all types of civil works as required by BEML, KGF from time to time during the pendency of the contract period - one year, costing less than Rs.3 lakh for each individual work.
3. Annual expenditure towards term contract is expected to be Rs 95 Lakhs.
4. Rates indicated in MES SSR 2010 are considered as basic rate (100%) for the respective Sections/ Item no.
5. Firm has to quote for different sections as called for in the BOQ.
6. Percentage quoted by the firm will remain same for all the items under the respective section.
7. Firm has to quote for all the sections called for in the BOQ without fail. In case any section is omitted / not quoted the bid is liable for rejection.
8. Firm has to quote the percentage with respect to the basic rate as illustrated in the EXAMPLE attached at annexure-1

Note (F) :

1. Contractor has to study and understand complete scope, work involved / to be carried out, Special terms & conditions and General terms & conditions before quoting the tender.
2. Non performance of above job in any area will lead to deduction proportionately from the bills payable.
3. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from EIC.
4. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities, Special Terms and Conditions, General Terms and Conditions, General Conditions & Revised special conditions for civil works contract (ES/Terms & Conditions / Civil works dated 23-08-2018).