

BEML LIMITED
BANGALORE COMPLEX, BANGALORE 560 075

Tender Ref: 6300028710

Date : 25.07.2019

Subject : Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075

TENDER ENQUIRY

Tender Ref: 6300028710 Date : 25.07.2019

To,

Dear Sir(s),

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Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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BEML Limited, a Mini ratna Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, having its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. One of the Production Units located in Bangalore is engaged in the production of Defence & Railway Equipments. We have a requirement of **"Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075"**

In this connection, we invite Tender from the eligible/ interested Contractors for the subject work through e-mode.

Schedule of events:

Sl. No	Details	Important Date & Time
1.	Last date & time for Submission of Technical Bid & Commercial bid through e-mode.	12.08.2019 up to 1330 Hrs
2.	Last date & time for Submission of Demand Draft (DD) for EMD Amount / NSIC CERTIFICATE for EMD WAIVER through manual mode.	12.08.2019 up to 1330 Hrs
3.	Technical Bid opening date & time	12.08.2019 at 1400 Hrs
4.	Commercial bid opening date	Commercial bid opening date will be informed later to technically accepted contractors/Bidders only.
5	Period of Contract	03 Months
6	Estimated Value of Works	Rs. 5,98,000.00 (Inclusive of GST, all taxes & duties)
7	EMD Amount (Refundable without any Interest for unsuccessful Bidders)	Rs. 11,960.00

INSTRUCTIONS for SUBMISSION of the TENDER:

Technical and commercial bids should be submitted online in **BEML SRM e-Procurement platform**. Bidders should have a valid **Class III Digital Signature Certificate with encryption option** issued by Authorized Certifying Authority to submit your bid in BEML SRM e-Procurement system. Interested bidders can contact us through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids. First time bidders may go through e-procurement manuals available at

<http://www.bemlindia.in/eprocurement/demo.php> and follow the procedures for submission of bids.

This Tender is designated as the requirement of **"Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075."**

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The Tender is a **TWO-BID** System through E-Mode. The Tender consists of:

1) TECHNICAL BID.

2) COMMERCIAL BID.

1) INSTRUCTION for SUBMISSION of TECHNICAL BID:

The Technical Bid document should be uploaded in SRM portal as technical bid at 'RFX Information -----> Notes and Attachments' -----> C folder attachments.

- 1.1. The Technical Bid should be submitted in (E-mode) in SRM Portal only.
- 1.2. The following Technical Bid documents should be uploaded in SRM Portal
 - (i) Completely filled Signed Technical Bid
 - (ii) Signed copy of Entire Tender Documents as acceptance of terms & Conditions
 - (iii) All supporting documents as stated in Technical Bid

EMD DD or NSIC Certificate copy for waiver of EMD / Declaration in Contractor's Letter Head if PEMD Holder mentioning the PEMD amount through manual mode.

- 1.3. Technical Bid will be opened first (i.e. 12.08.2019 at 1400 Hrs) and the Commercial Bid of only technically accepted bids will be opened subsequently.(Commercial bid opening date will be informed later to technically accepted Bidders / Contractors only).

2) INSTRUCTION for SUBMISSION of COMMERCIAL BID:

- 2.1) **Duly filled Bill of Quantities should be uploaded in SRM portal at 'Notes and Attachments' in header level.**
- 2.2) **Price Details:** Please quote the **Lump Sum Rate** in 'Price Conditions' in SRM system. The price details **should not be given** in Technical bid. **If the firm has given any price details in the Technical bid, their offer is liable for rejection. Price details sent through Manual mode/Fax/E-mail mode will lead to rejection of the Bid.**
- 2.3) The Contractor is required to write rate in figures as well as in words. In case of any discrepancy between the two, those written in words shall take precedence.
- 2.4) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Contractor shall be regarded as firm and the extension shall be amended on the basis of the rate.
- 2.5) Commercial bids of only technically qualified Bidders / Contractors will be opened after evaluation of the Technical Bids received.

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3) INSTRUCTION for SUBMISSION of EMD (Earnest Money Deposit)/ NSIC CERTIFICATE for EMD WAIVER

3.1) The firm should submit the EMD AMOUNT/ NSIC CERTIFICATE for EMD WAIVER through Manual mode in the form of Demand Draft (DD) in favour of BEML Limited, Bangalore. If the firm is a PEMD holder with BEML Ltd ,Bangalore Complex, Declaration in Contractor's Letter Head mentioning the PEMD amount has to be submitted in manual mode in the below mentioned address.

EMD amount- Rs.11,960.00 (Rupees Eleven Thousand nine hundred sixty only)

3.2) No interest will be paid on EMD amount. Cheques will not be accepted.

3.3) The Demand Draft (DD) against "EMD amount" (or) "NSIC CERTIFICATE for EMD WAIVER" / Declaration in Contractor's Letter Head if PEMD Holder mentioning the PEMD amount should reach us to following address before Tender closing date (i.e. 12.08.2019 Before 1330 Hrs).

The Senior Manager (Tender section)
BEML LIMITED.,
Bangalore Complex
New Thippasandra Post
Bangalore – 560 075
Karnataka, India

3.4) The sealed envelope containing above said Demand draft (DD) / NSIC CERTIFICATE for EMD WAIVER / Declaration in Contractor's Letter Head if PEMD Holder mentioning the PEMD amount shall be duly super scribed at the top of the envelope with the Bid Invitation No **6300028710** with closing date: **12.08.2019** and Time 1330 Hrs and mention the subject as "DEMAND DRAFT/ NSIC CERTIFICATE for EMD WAIVER / Declaration in Contractor's Letter Head if PEMD Holder mentioning the PEMD amount TO **TENDER REF: No. 6300028710 closing date: 12.08.2019 – "Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075."** to be written in bold letters. The name and address of the tenderer shall be written on the left hand bottom corner of the envelope.

3.5) Kindly do not send any Technical bid & commercial bid documents along with EMD demand Draft (DD) / NSIC CERTIFICATE . If any commercial/Price detail is received along with the Demand draft (DD)/ NSIC CERTIFICATE, their offer is liable for rejection. Only covering letter with the name of the contractor and details of the DD / NSIC CERTIFICATE may be enclosed.

3.6) The offers of the Contractor/Bidder who have not submitted EMD (Earnest Money Deposit) / NSIC CERTIFICATE for EMD WAIVER before the Tender closing date & time of the tender will be summarily rejected. The offers of the Bidders who have submitted EMD in the form other than Demand Draft/Bankers pay order will also be rejected.

3.7) EMD of successful bidder shall be converted into Security deposit. EMD of unsuccessful bidder will be returned within reasonable time. The EMD amount shall not carry any interest.

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3.8) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and encashing of Performance Bank Guarantee.

3.9) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy-2012" vide Gazette Notification dated 26.03.2012 based on submission of necessary supporting documents like NSIC Registration Certificate etc. Non submission of NSIC Registration for EMD (if applicable) will result in rejection of the Technical Bids

4) GENERAL INSTRUCTION for TENDER:

4.1) The Bidder is advised to carefully go through the terms & conditions of tender before submitting the Quotation.

4.2) This tender form is not transferable under any circumstance.

4.3) BEML is not obligated to contract for any of the works / services described in the Tender.

4.4) The Tender Enquiry is not an offer or a contract.

4.5) Proposals once offered to BEML Ltd shall become BEML's property.

4.6) Bidders will not be compensated or reimbursed for costs incurred in preparing Proposals.

4.7) BEML reserves the rights to:

- I. Accept or reject any or all proposals without assigning any reason
- II. Waive any anomalies in proposals through an addendum
- III. Modify or cancel the Tender Enquiry

4.8) BEML decision is final on evaluation of the offer and binding on the bidders. Conditional and Incomplete Offers will be rejected.

4.9) Corrigendum, if any will be posted on BEML website (www.bemlindia.in) only.

4.10) Unsolicited letters/canvassing/post tender corrections canvassing by Bidders in any form including Unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for Rejection.

4.11) Validity of the offer: Validity period of the offer is 120 days (One hundred and Twenty days) from the Date of opening of the Commercial Bid of the Tender.

Note: To know the scope of the work, it is suggested to the interested contractor to visit BEML Ltd, Bangalore Complex by taking prior appointment from Construction department by calling telephone Number: 080- 25022735 Senior Manager (Construction) before Tender closing date (i.e. before 12.08.2019 @ 13:30 hrs.)

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ELIGIBILITY CRITERIA

Intending Bidder/Contractor who meets the following eligibility criteria may apply for the tender

1	Financial Turnover of the Bidder	The Bidder should have an average financial turnover of at least Rs.1,79,400.00 during the last 3 years ending 31 st March -2018. OR If the Bidder is an empanelled Civil Contractor of BEML Ltd, declaration in Contractor's Letter Head to be given with the works value for which the Contractor is empanelled with the registration number given by BEML Ltd (OR) copy of Enlistment Letter from BEML Ltd,BEML Soudha,S.R.Nagar, Bangalore-27 to be enclosed
2	GST Registration	The firm should be a registered contractor under GST. The tenderer should quote their GST Number.
3	Work Experience	Contractor(s) should have experience of having successfully completed similar Civil & Structural Works during the last 7 years ending last day of the Month previous to the one in which this tender notice/enquiry is invited and should be either of the following: (Copy of the Satisfactory performance/completion certificates to be enclosed) i) One similar completed work costing not less than Rs.4,78,400.00 (i.e. One single work of the mentioned value should have been executed/completed) OR ii) Two similar completed works, each work costing not less than Rs. 2,99,000.00 should have been executed/completed OR iii) Three similar completed works, each work costing not less than Rs.2,39,200 should have been executed/completed. (Note: In case of experience certificates obtained from Private Organizations, the same shall be supported with TDS certificate by the contractor)
4	Statutory Requirements of the Bidder	The Bidders should have ESI & PF code numbers of their own and fulfill all statutory requirements as applicable to Contract Labourers. Copies of ESI & PF Registration certificates (OR) copies of Latest Challans (not older than 3 months from the Tender date) of ESI & PF remittances is MUST and to be enclosed in the Technical Bid.
5	EMD	DD for EMD amount of Rs.11,960.00 in the form of DD drawn in favour of BEML Ltd, payable at Bangalore should be submitted before the Tender closing Date & closing Time in Manual Mode. Non-submission / Late submission of EMD will result in rejection of the Technical Bids.

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	<p>PEMD holders must pay the difference amount of EMD and PEMD amount</p> <p>EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy-2012"vide Gazette Notification dated 26.03.2012 based on submission of necessary supporting documents like NSIC Registration Certificate having proper validity. Non submission of NSIC Registration Certificate having proper validity for EMD waiver will result in rejection of the Technical Bids.</p> <p>Non submission of NSIC Registration Certificate for EMD waiver will result in rejection of the Technical Bids.</p>
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If the bidders are not meeting our eligibility criteria (or) if the bidder has not provided any supporting documents wherever called for against the eligibility criteria, the offer is liable to be rejected. BEML Ltd reserves the right to accept or reject any or all proposals without assigning any reason.

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TECHNICAL BID (MANDATORY)

Sl. No	Particulars	Details (To be filled by the Bidder)
1.	Contractor Name & Address details Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
2.	Contractor(s) should have experience in supply of similar jobs of M-Sand. (copy of the Satisfactory performance / completion certificates to be enclosed /submitted in Technical Bid) (Please write the work order number, value of the order, Customer name of Work order in the "Details" column against the respective row below)	
2.(A)	i) One work order completed valued not less than Rs.4,78,400.00 year per order. (i.e One work order should be executed / completed by the contractor to the above value)	1) Customer Name: 2) Order ref & Date: 3)Contract Value: 4)Contract Period: 5) Performance certificate ref & Date:
	OR	
2.(B)	(ii) Two work orders completed valued not less than Rs. 2,99,000.00 year per order (i.e Two work orders should be executed/completed by the contractor to the above value)	1) Customer Name: 2) Order ref & Date: 3)Contract Value: 4)Contract Period: 5) Performance certificate ref & Date: 1) Customer Name: 2) Order ref & Date: 3)Contract Value: 4)Contract Period:

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OR	
2.(C)	<p>(iii) Three work orders completed valued not less than Rs.2,39,200.00/year per order (i.e Three work orders should be executed/completed by the contractor to the above value)</p>
2.(D)	<p>Confirmation of submission of the satisfactory performance certificates along with respective works orders/Agreement in Technical Bid</p>
2.(E)	<p>If the Bidder is an empanelled Civil Contractor of BEML Ltd, declaration in Contractor's Letter Head to be given with the works value for which the Contractor is empanelled (OR) copy of Enlistment Letter from BEML Ltd, BEML Soudha, S.R.Nagar, Bangalore-27 to be enclosed</p>

5) Performance certificate ref & Date :

1) Customer Name:

2) Order ref & Date:

3)Contract Value:

4)Contract Period:

5) Performance certificate ref & Date:

1) Customer Name:

2) Order ref & Date:

3)Contract Value:

4)Contract Period:

5) Performance certificate ref & Date

1) Customer Name:

2) Order ref & Date:

3)Contract Value:

4)Contract Period:

5) Performance certificate ref & Date

SUBMITTED / NOT SUBMITTED
(Please put tick mark on the appropriate)

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3.	Indicate your ESI code Number (Please write ESI code Number, region) (Please upload the copy of the ESI certificate/ copy of latest remittance challan not older than 3 months from the Tender date in Technical Bid)	ESI Code : Region : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
4.	Indicate your EPF code Number. (Please write EPF code Number, region) (Please upload the copy of the EPF certificate/ copy of latest remittance challan not older than 3 months from the Tender date in Technical Bid)	EPF Code : Region : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
5A.	Financial Turn Over of the Bidder during the last 03 Years ending 31 st March -2018. (Please write the Financial turnover details during last 03 years ending 31 st March 2018.) (Please upload the financial Turn Over-Audited balance sheet during last 03 years in Technical Bid)	a) 2015-16 : b) 2016-17 : c) 2017-18 : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
5B.	GST Registration - The firm should be a registered contractor under GST. The tenderer should quote their GST Number. (Please write the GST Registration number) (Please upload the GST Registration copy in Technical Bid)	GST Registration Number: SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
6.	Submission of EMD amount of Rs 11,960.00 through Manual Mode (Please write the DD number & Date, name of the bank) (Please tick "Submitted" or "Not submitted")	DD Number : DD Date : Bank Name : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
6.(A)	NSIC Registration Certificate (Kindly enclose NSIC Registration Certificate for Micro & Small Enterprise (MSE) for Waiver of EMD) Submission of NSIC Registration Certificate for Micro & Small Enterprise (MSE) for Waiver of EMD through manual mode is a MUST.	NSIC Registration Number: Validity of the Certificate: SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)

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ANNEXURE-A
(INFORMATION & DECLARATION by the BIDDER)

Sl.No	Particulars	Details (To be filled by the Bidder)
01.	Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
02.	Address of the official premises of the Bidder (Please write the Address of the official premises of the Bidder)	
03.	Contact Person Name : Telephone / Mobile number of the Bidder : Valid E-mail ID : (Please write the Telephone/Mobile number, valid E-mail of the Bidder)	
04	Income Tax PAN Number : (Kindly submit copy of Income Tax PAN Number)	SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)
05	Indicate your Labour License details. (Please write Labour License details) (Please submit the copy of the Labour License in Technical Bid)	Labour License details : Issuing Authority : SUBMITTED / NOT SUBMITTED (Please put tick mark on the appropriate)

I / We certify that to the best of my / our knowledge the particulars / information / Documents furnished above and in this Tender are true. If any of the above information/ Documents furnished is found to be false or wrong , we understand and agree that the Contract will be terminated immediately and EMD amount & Security deposit (Bank Guarantee) will be forfeited. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

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Annexure-B

STATUTORY REQUIREMENTS CLAUSE:

1. The Contractor shall abide by the provisions of Factories Act, Karnataka Factories Rules, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation and abolition) ESI Act, EPF Act. The Contractor shall fulfill all the obligations, statutory requirements stated in the above Acts and Rules in maintenance of Statutory Register, providing safety personal protective equipments to the labours and conducting medical examination wherever work warrants. Violations of the provisions of the Acts and Rules or any other labour enactments, the Contractor will be held responsible for any loss/ expenditure that may be incurred and the same may be recovered from the Contractor's bill.
2. **The contractor shall take all safety precautions and provide adequate supervision by the competent persons in order to do the job safely and without damage to equipment.**
3. The Head of the Department (GM/DGM/AGM) awarding the contract or the Occupier/Factory Manager/Safety Officer upon his satisfaction that the contractor is not performing to the statutory requirements may direct, stoppage of work till the statutory obligations are met or terminate the contract.
4. The contracting department would take necessary shutdown wherever there are hazards of gases, electricity, work at height, confined space, moving machinery etc. The Contractor shall ensure that the shutdown/clearance are taken in writing on daily basis if the works prolongs for more than a day **before sending workers to such locations. Appropriate work permits Type I to III enclosed.**
5. The contractor shall supply safety appliances like personal protective equipments safety shoe (men and women), respirators, safety belt, face shield, earplug, helmets, gloves etc. to his workers depending on working conditions as advised and approved by safety department.
 - (1) Industrial Safety shoe }
 - (2) Industrial Helmet }
 - (3) Respirator } Period of renewal of
 - (4) Hand gloves } PPE's appropriate to
 - (5) Plain safety glass } nature of job engaged
 - (6) Ear plug }
 - (7) Body apron }

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

"Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075"

BEML LIMITED
BANGALORE COMPLEX, BANGALORE 560 075

Tender Ref: 6300028710

Date : 25.07.2019

Subject : Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075

In the event of default to issue any of the safety apparels that are required, the administration is at liberty to provide the same to the labourers at the contractor's cost

6. The contractor shall be fully responsible for accidents caused due to his or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements, adequate supervision and shall be liable to pay compensation for injuries. If any labourers are injured, the contractor should immediately arrange for FIRST AID and further make arrangements for medical treatment by registered Medical practitioner at his own cost.
If the contractor fails to arrange medical assistance, the case will be referred to Medical authorities and the treatment cost will be recovered from the bills due to the contractor.
7. The contractor is solely responsible for safety and security of persons engaged by him and he should provide adequate safety guard, safety net, working platform, safety belt, crawler boards in the case of fragile roof etc. required while executing overhead works at great height. Only experienced persons free from Acrophobia should be allowed to do overhead works. Any compensation due to be paid as per the recommendations of the Inspector of Factories / Labour Tribunal will have to be paid by the contractor and the administration reserves the right to withhold the routine amount to meet such eventualities for all the items of works carried out in BEML Limited.
8. The contractor shall not employ women labourers on job which are hazardous and connected to manufacturing process and shall not make them to work between 7 PM to 8AM. The contractor shall not employ any child labour.
9. No overhead works shall be carried out without taking adequate safety measures. The overhead works along the crane girders are not permitted until a shutdown statement is obtained in writing (appropriate work permit) from the Maint.(Elec & Mech) of Works-in-Charge before allowing the labourers to go on top of crane girders. Similarly for the works of overhead cleaning, replacing of roof sheets, North light glass panel, roof gutter cleaning, painting etc., clearance (work permit) from civil construction & maintenance is a must.
10. The contractor has to enclose a certificate from Safety Dept indicating satisfactory compliance to safety norms / statutory requirements, similarly as the case of compliance of ESI & PF returns from Welfare dept while submitting the bills, without which payment will not be processed or released.
11. Without any prejudice to the right conferred by the Clause 3.0 above for stoppage of work for violating of statutory requirements, the contractor shall be liable to pay penalty upto Rs.2000/-

SIGNATURE OF THE CONTRACTOR / BIDDER

ADDRESS:

DATE:

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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12. All the Contract Labourers working in BEML Ltd premises should be covered under ESI & PF. Without ESI & PF, workers shall not be allowed to enter the factory premises.
13. Contractor shall arrange to get appropriate work permit (Type I – III) to their workers, for carrying out the job in plant area.
14. It shall be the responsibility of contractor to provide personal protective equipments to their labourers in the absence of PPE's the worker shall not be allowed to enter the factory premises.
15. The contractor shall maintain the Statutory Records such as:-
- 15.1) F-11 -Adult worker Register
 - 15.2) F-14 -Register of leave with wages.
 - 15.3) F-22 -Payment of wages Register & Issue of PPEs to the labourer.
 - 15.4) F-IV -O.T. Register
 - 15.5) F-23 -Accidents Register.
 - 15.5) ESI/PF Remittance voucher receipts, wages slip
 - 15.6) F-I (R-22)(4) -Fines Register
 - 15.7) F-II (R-22)(4) -Deduction Register
 - 12.8) F-III (R-18) -Advance Register and leave card
 - 15.9) Leave cards and such records shall be subjected for scrutiny by BEML officials and enforcement authorities as and when demanded.
16. Contractor should arrange medical examination to their workers, those working in hazardous area, through certifying surgeon.
17. The successful contractor will obtain appropriate work permit (Type I III) in the prescribed format from the Department-in-charge who assigns the work from BEML side before commencement of the work.
18. The successful contractor shall give an undertaking in the format 'WORK CLEARANCE FORM FOR CONTRACTORS' and commence the work. Daily after clearance by all concerned as indicated in the format.

SIGNATURE OF THE CONTRACTOR / TENDERER

ADDRESS:

DATE:

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

"Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075"

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WORK CLEARANCE FORM FOR CONTRACTORS:

01. Name of the Contractor / Firm with Address :

02. Engaged by which department :

03. Name of the Representative / :

Supervisor of the contractor

Supervising the job

04. Precise nature of work to be :

Carried out and work order reference

05. Precise location of work :

06. Proposed day and time of :

Commencement of work

07. Expected number of days :

Required for the work

08. Whether the contractor's workers are to be:

Engaged in I/II/III/ shifts and number

of labourers engaged

=====

A. I accept responsibility of ensuring that all labourers under my control shall observe the statutory safety requirement and follow the safety instructions

DATE:

SIGNATURE OF THE CONTRACTOR/TENDERER

TIME:

ADDRESS:

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

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=====

B. (Certificate to be given by the engaging department)

Certified that the contractor has been engaged by us for the work described above

Signature

Departmental in-charge

Date:

Time:

SHOP/SECTION

=====

C. (Certificate to be given by the department/section where work is to be carried out)

You are authorized to carry out the work described below

Signature:

Department-in-charge

SHOP/SECTION

Date:

Time :

=====

NOTE : 01. This form shall be filled in triplicate by the contractor for records of :

- (i) Department engaging the contractor
- (ii) Department / section granting clearance
- (iii) Contractor

02. These certificates are not a substitute for the electrical permits and do not give permission to use naked lights or work in gas hazardous areas or enter closed vessels, confined space entry, which shall be taken separately where required.

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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WORK PERMIT (TYPE-I)

PERMIT TO WORK ON EQUIPMENTS:

A. For person taking shutdown :

- (i) Equipment on which shutdown is required:
- (ii) Approximate time of shutdown fromto Hrs.
- (iii) Name of the person taking shutdown

Signature:

Name:

Designation:

Date:

Shop / Section

Time:

=====

B. For person giving shutdown to write "Yes" or "NO" or "Not" – required:

- a) Have caution tags been hung on switches :
- b) Have fuses been removed? :
- c) Has earthings been done? :
- d) Have hydraulic/air/gas/pressure :
valves been closed or deenergized ?
- e) Has emergency key been put in :
locked position.
- f) Any other precaution taken? :

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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Signature:

Name:

Designation:

Date:

Shop / Section

Time:

=====

C. Persons for taking shutdown (as in 'A')

The above shutdown job is over and equipment is safe for starting

Signature :

Name :

Designation :

Date:

Shop / Section

Time:

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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TYPE-II

WORK PERMIT FOR CONTRACTOR LABOURS WORKING AT HEIGHT & EOT CRANE GANTRY

1. We propose to work for EOT Crane Gantry at height from.....Hrs. to.....Hrs.
2. The workers have been provided with necessary safety apparels (PPEs) required for working at height
3. All the contract labourer required to work at height have been counseled on safety aspects as provided in Dos and Don'ts (See at overleaf).
4. Permission may kindly be granted to start work. I fully understood the statutory requirements as stipulated in the contract.
5. The brief description of work and location.
Name & Address of the Contractor and labourer deputed to work.

SIGNATURE OF THE CONTRACTOR/TENDERER

Permitted / Not Permitted

Signature of Shop/Section-in-Charge

Date:

Time:

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

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ANNEXURE-C

SAFETY ASPECTS - DOs AND DON'Ts FOR CONTRACTORS
WORKING AT HEIGHT ABOVE 3MTS FROM THE GROUND

Dos

1. In consultation with department staff, first find out what actually is required to be done at height
2. Assess the quantum of work involved and time required to complete the same
3. Persons who are well familiar with these types of jobs are to be identified and engaged till the completion of work.
4. Before using safety appliances such as Ladder to reach the height, scaffolding safety net, crawling board, duck ladders, Safety Belts etc. should be suitable & sufficient and thoroughly checked before they are used for the works.
5. It should be ensured that each contractor's man is covered under the EPF, ESI Scheme.
6. Always use the Safety Appliances when at work. The workman should be detailed about the consequences if they fail to use the safety appliances.
7. Preferably the roof work should be done between 9.00 Hrs. to 18.00 Hrs. only on working days. During raining seasons not to venture work due to slippery surfaces and dampness.
8. The labourer should use safety helmets with ISI Mark.
9. Each day's work should be known in advance to the client & department staff to assess the position and also to know what is below the roof in that area, so that the people working underneath are also informed about the same.
10. Wherever possible, safety nets should be provided immediately below the area of working by way of abundant precaution.
11. The basis overall responsibility of the workers rests with the contractor himself. Please take utmost care over the life of working workers by taking utmost precaution on safety aspects.
12. Preferably nobody should work in the lunch hours.

DON'Ts

1. Do not allow any worker to do works at height if he has no experience.
2. Do not walk on the old sheets or on the Asbestos sheets when they are wet due to rains and aging (fragile).
3. Do not work beyond the working timings as specified unless otherwise authorized.
4. Do not start the work or continue the same in the absence of the Departmental Supervisor.
5. Do not ask the workman to start the work if he is not wearing helmets, required guards, safety belts and other safety equipments required for carrying out the job.
6. Workers under the influence of alcoholic addiction will not be allowed to work inside the site.
7. The workers suffering from Hypertension, diabetes and physically impaired are not allowed to work at altitudes.
8. No worker is allowed to work on the scaffolding while it is moving.

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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TYPE-III

GENERAL WORK PERMIT FOR CONTRACTOR TO WORK ON SHOP FLOOR (WORKING AT HEIGHT & EOT CRANE GANTRY IS EXCLUDED)

A.

1. Name of the Contractor / Firm :

2. Contract executing authority :

3. Name of the Representative / :
Supervisor of the contractor
Supervising the job

4. No. of workmen proposed to be :
engaged

5. The nature of work proposed :
To be engaged

6. Area / location of work to be :
Carried out

7. Date & time of Commencement :

Compliance: Agreed & accepted to comply all the above points

Name:
(Authorized Signatory)
Signature of Contractor with Date:

Company Seal

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8. Date & time of completion :
9. Safety apparels (PPEs) provided : Helmet; Shoe; Goggle; Safety net;
(Tick appropriate) Respirator; Safety Belt;
Hand Gloves; Apron; Earplug

I fully understood the statutory requirements stipulated in the Contract and certify to ensure the safety of my labourers in all respects as per BEML requirements.

Date & Time

Signature of Contractor

=====

B

The information furnished by Contractor / Representative of the contractor has been verified and contractor is permitted to work from..... to (days). All safety precautions required by the Administration to facilitate safe working of contract personnel have been taken to the extent perceived.

Date & Time

Shop / Section incharge

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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=====

WORK COMPLETION REPORT

C It is certified that the assigned contract work has been completed at _____hrs on _____.

Request to restore the normal working.

Accepted / Not accepted

Contractor / Representative

Shop / Section Incharge

=====

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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ANNEXURE – D - Terms & Conditions of the Contract

Ref : 6300028710

Date: 25.07.2019

TERMS AND CONDITIONS OF THE CONTRACT

WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the " Bill of Quantities /Scope of the contract " of General Specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

1. DAMAGES FOR DELAYS IN THE PERFORMANCE OF THE CONTRACT

In case the Contractor fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- a) where the contractor fails to complete the work within the stipulated time;
- b) where the extension of time is granted with levy of LD;
- c) Where extension of time is granted without levy of LD but the contractor has failed to complete the work within the extended period.

The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the contractor under this or any other contract/s awarded by the Company.

In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorized person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Contractor concerned.

2. EXTENSION OF TIME

The time allowed to complete the work is 3 (Three) Months .For all contracts awarded, time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the contractor. Where the delay is due to default of the contractor, and if there is no

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time. Where the delay is due to default of the contractor, and if there is a financial loss due to such delay, the extension of time requires the approval of CMD. In the absence of CMD's approval, Liquidated Damages for delay in completion of the work shall become enforceable.

Where the delay is not due to default of the contractor, for example: -

- a) not providing clear work front to the contractor by the Company,
- b) Company's delay in decision making for changes relating to original work., etc necessary extension of time shall be granted with the approval of Competent Authority, as per DoP without sanctioning escalation claimed by the contractor except statutory levies.

Extension of time when granted with the approval of the Competent Authority as per Company's Delegation of Powers shall have the effect of rendering the clause Liquidated Damages for delay in completion work' inoperative upto the period of extension of time so granted unless otherwise specifically stated.

3. SECURITY DEPOSIT:

The successful tenderer shall be required to furnish security deposit for the fulfilment of contract and amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

The contractor shall choose any one of the following options for payment of security deposit in writing as under:

- (i) The contractor shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
- (ii) Bank guarantee from any commercial bank equivalent to the amount of security deposit valid for a period required by BEML shall also be accepted.
- (iii) Security Deposit amount shall 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 amount shall be deducted before completion of 90% of work.

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the contractor to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the contractor by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions.

4. REFUND OF SECURITY DEPOSIT:

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e. 50% shall be refunded to the contractor on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Contractor with Date:

Company Seal

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Subject : Minor civil works for repair and increasing the height of compound wall at various locations near Mallespalya bus stand , near GM Palya behind Kalamandira, BEML Medical center, near Ayyappa Temple road and LB shastri Nagar at BEML TOWNSHIP, BEML Limited, Bangalore complex, Bangalore-560075

The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor. If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the contractor can give a fresh Bank Guarantee for 50% of the total security value for a period required by BEML and the original Bank Guarantee shall be returned thereafter on written demand from the contractor and shall be released subject to rectifying all defects noticed during the defect liability period indicated by BEML. Any refund of security deposit shall be made only with the recommendation of the Chief Engineer.

5. DEFECT LIABILITY PERIOD:

The period of maintenance for the subject work shall be ONE YEAR. During this period, the contractor shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work come to the notice, the Chief Engineer shall inform the contractor, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at his risk and expense as per the conditions of the contract.

If the contractor does not attend to the rectifications inspite of repeated requests, the Company shall proceed at his risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting contractor. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

Even after such adjustments, the amount available is insufficient to cover the expenses in full, the Company reserves the right to take legal course of action to recover such unadjusted amount.

6. CONTRACTORS LIABILITY AND INSURANCE:

From commencement to completion of the works, the contractor shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that shall happen to the works or any part thereof.

In addition, the contractor shall indemnify and keep the Company indemnified against all losses and claims for injuries or damages to any person or any property whatsoever which shall arise out of or in consequence of the construction works. For this purpose, the contractor shall take an insurance policy-"contractors all risks insurance"- 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 handed over to the Company. The policy shall be taken at his cost showing the Company as the 'principal' to simplify the work in the matter of raising claims and settlement thereof.

7. FORE-CLOSURE OF CONTRACT:

The tender documents shall provide a clause to the effect that at any time after acceptance of the tender, the Company can decide to abandon or reduce the scope of work for any reason whatsoever, the Chief Engineer shall give notice in writing to that effect to the contractor. The compensation, if any, payable for such foreclosure of work

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shall be discussed mutually between the Company and the contractor and settled after taking into consideration the loss suffered by the contractor on account of foreclosure of the contract. The contractor shall have no claim for any compensation whatsoever on account of any profit or advantage which he might have derived consequent to foreclosure of the whole or part of the works. The Company shall have the option to take over the contractor's materials or any part thereof, either brought to the site. The amount of compensation payable to the contractor due to foreclosure shall be decided by the authority one level above the level of the authority competent to award the contract, or by the CMD.

8. RUNNING ACCOUNT REMITTANCE: (RAR)

During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge nominated by Chief Engineer who shall certify the rate and quantity as per the MB and prepare a statement showing the description and quantity for which he recommends payment. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work.

Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.

Due to technical reasons, where pro-rata payments on stage-wise progress of work is considered necessary though not specified in the contract, the Chief Engineer with the approval of competent authority, shall decide the number/type of stages correlating with the bill of quantities and submit a statement showing the stage-wise break-up of the contract value indicating work progress details including percentage of completion, cost, and remarks, if any, of the Engineer-in-charge/Officer-in-charge with a copy to Accounts in the respective Division for regulating the quantity and payment. This shall form the basis for the Engineer-in-charge/Officer-in-charge to prepare a bill for actual progress of work. The basis as decided above shall uniformly be adopted for regulating all RAR payments till the final bill is submitted.

However, in respect of hidden works, recording of measurements in MB shall invariably be made then and there and the MB produced to Accounts at the time of RAR payment.

9. PRE FINAL RARs

Pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MBs by the Engineer-in-charge/Officer-in-charge designated by Chief Engineer duly accepted by the contractor.

Prefinal RAR shall be sent to the Accounts Department by the Engineer-in-charge/ Officer-in-charge only after Technical check of the measurements and endorsement in the MBs by the Chief Engineer.

The Engineer-in-charge/Officer-in-charge shall recommend for payment not exceeding 90% of the value of work completed with due adjustments for recoveries and RAR payments (including Material advance if any) effected so far against the contract.

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Such bills shall be paid within 2 weeks from the date of their receipt in the Finance Department after scrutiny and check for the correctness of the bill duly linking up with the MBs.

The recommendation of Pre-final RAR is based on the discretion of the Chief Engineer on case to case basis.

10. FINAL BILL

No Escalation Claim: While quoting the rates, the tenderer are advised to take into account all factors in the market rates etc, no claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

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 that the claim is in order.

The final bill prepared by the Construction Department and accepted by the contractor, shall be accompanied with the following documents:

- 1) Original Completion certificate
- 2) A statement showing stores issued for incorporation in the work, stores actually incorporated by the contractor, theoretical quantity of stores required for work and whether there has been any over issue/under issue of the stores to the contractors.
- 3) No claim certificate duly signed by the contractor
- 4) Original Contractor's All Risk Insurance Policy covering up to the actual date of completion of work.
- 5) Contract Agreement
- 6) Revised estimate as duly approved by Competent Authority.
- 7) ESI & PF statement duly co-ordinated by Welfare Section.
- 8) Measurement books duly technically checked by Construction Engineer.
- 9) Any other documents which are specified by the Management from time to time.

The Engineer-in-charge/Officer-in-charge has to certify in the work Completion certificate as well as in the Measurement Book, that the work is executed in conformity with the contract specification, drawings and other conditions.

The final bill duly checked and co-ordinated by the Engineer-in-charge/Officer-in-charge shall be sent to the Finance Department through Chief Engineer along with the documents stated above.

11. ADHOC PAYMENTS:

If payment for final bill could not be arranged within 5 months from the date of the completion of the contract for genuine reasons other than undue delay in submitting the final bill by the contractor, an Adhoc payment not exceeding 90% of the value of the work done after making all necessary deductions for statutory dues, RAR payments, Material advances if any paid, shall be recommended by the Chief Engineer with the approval of respective Complex chief/ respective Business Group Director. Such Adhoc payment can be recommended only if the contractor is having concurrent running contracts in the Complex.

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The following guide-lines shall be adopted while making such adhoc payment;

- Such payment shall not exceed 90% of the final bill value.
- All conditions of contract and recoveries to be effected shall be taken care before effecting Adhoc payment.
- If a contractor has no other contract concurrently running in the Complex, adhoc payment need not be made. Instead, final bill shall be expedited

12. VALUATION OF DEVIATIONS :

Every deviation shall be subject to the limits specified as under:

- The net value of all deviations (additions and deductions) including non tendered items, of the value of work completed, shall not exceed 20% of the approved contract value and 40 % in respect of any individual item, indicated in schedule A-BOQ
- In case of non tendered items, the total value of such non tendered items shall not exceed 5% of the approved contract value.

The basis for ascertaining the non tendered items shall be as follows:

- The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
- Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
- The rates for NT items shall be based on the SSR rates after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the NT rate is the comparison of the NT item with similar trade item in the bill of Quantity for which the contractor has quoted.
- wherever NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per the actuals including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per minimum wages inforce, based on the recommendations of the Chief Engineer.
- As a last resort a tender shall be floated to ascertain the rate for NT items. All Deviations in contracts for works including non-tendered items shall be approved by the Competent Authority as per DoP within the limits prescribed in the contract. The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge/ Officer-in-charge" in concurrence with Finance Department of the respective division.

13. EXECUTION OF WORK

The works are required to be carried out all as per the specification contained in MES standard schedule of rates 2010 (applicable to Karnataka) Part-I specification and part – II rates including errata and all as directed.

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14. SAFETY PRECAUTION

The contractor is to take all safety precautions/measures all as required/prescribed by the Chief Inspector of Factories, in connection with the execution of work.

15. ACCIDENTAL DAMAGES

The contractor is solely responsible for making good the damages occurring on account of any possible accident to his labour due to his failure to take safety measures.

16. WATER REQUIRED FOR WORKS

(a) Water required for the work will be supplied by the company and contractor shall be charged for the quantity of water consumed by him at Rs. 90/- per 1000Liters or part thereof the contractor shall make his own arrangements to tap and store the water from the nearest available source and also provide the necessary water meter for arriving at the quantity of water consumed by him. This should be certified by the Engineer-in-Charge and his decision will be final and binding. In case the tariff increased by BWSSB the revised rate will be deducted from the contractors bill..

(b) In case where water meter is not provided then recovery for water consumed shall be affected from the contractor's bill towards (irrespective of the quantity of water consumed) at 455Litres per bag of cement used.

(c) In case the contractor does not draw / consume water from company source supply or makes his own arrangements by way of bringing the water Tanker / bore well making for water required for the works then no recovery shall be affected from the contractor's bill towards water required for the work. This should be certified by Officer in charge.

17. TAXES & DUTIES APPLICABLE

The tenderer should be a Registered contractor under GST. The basic price and applicable tax should be quoted separately in the BOQ. The tenderer should quote their GST number. TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered as applicable.

18. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work may be provided at a nearest available point by BEML on request based on availability at free of cost. Contractor to note this aspect while quoting the rates. However contractor has to make his own arrangement to work during power failures/non availability. Non availability of power will not be a reason for delay in works.

19. LABOUR ACTS

The contractor shall employ labour in sufficient number to achieve the required rate of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Payment of Wages Act – 1936, Employees Liability Act 1933, workmen's compensation Act 1923, ESI Act 1943 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount concerned and

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remit the same to the authorities concerned such payment shall be binding on the contractor.

- (a) In the event of contract labour, the contractor is responsible for implementing the provision of the contract Labour act in Toto and also responsible for any repression arising there from non-compliance thereof.
- (b) The contractor should quote their organization/code number for the registration with ESI/PF authorities.
- (c) BEML shall arrange to recover from the contractor's bill requisite amount of both employees and employers contribution for both ESI & PF calculated on the basis of 25.36% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account production of requisite documentary evidence supporting payment of ESI/PF authorities, supported by the acquaintance rolls, the amount earlier recovered from contractors bill shall be paid duly adjusted the short fall in remittance if any.
- (d) In the event of any accident/injury/disablement, contractor should arrange to pay the requisite compensation legally payable to the concerned employees/Dependants and also indemnify to BEML in case any claim arising there for later.
- (e) Contractor should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 7th of each month to Engineer-in-charge, so that the ESI/PF amount can be ascertained and recovered from the bill..
- (f) Contractors should employ only ESI Registered workmen on any item of work. If contractor have workmen who have not been registered under ESI, they should ensure that workers have been duly registered before employing them in work,
- (g) 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 contractors.
- (h) Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes, and produce them for verification as and when called for by company inspecting authorities.
- (i) Contractor should note that, irrespective of the quantum /value of work completed he/she should remit PF contribution for their laborers engaged on OR before 15th of every month and ESI contribution for their laborers engaged on OR before 21st of every month with necessary muster role , Gate entry etc., this rule is applicable till the tenancy of the work order. The remittance of PF & ESI contribution is mandatory to be remitted every month and this cannot be linked to the submission of claims of the contractor.

Contract labour (Regulation and abolition) Act,1970 under section-12 and rule 21 prescribes that every contractors who employ labour for executing contract works, should obtain license from labour authorities to carry out any works, contract, so that the labourer employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML authorities before commencement of work.

- (j) The contractor is required to submit the daily attendance of labour engaged duly certified by the Officer in Charge or his representative.

20. DISPUTE RESOLUTION AND JURISDICTION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and

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Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract.

In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

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