

BEML LIMITED
(A Government of India Undertaking)
BEML Ltd, 174-B Housing Colony Near Royal Enfield Showroom Leh Ladakh- 194101

INDEX SHEET

Ref: HR/Contract Manpower/2020-21/

30.07.2020

Sub: Supply of Man Power (Technical Skilled Manpower) on job Contract basis, to be deployed in various Project sites of BRO, Army & MED etc to attend Heavy Earth Moving Equipment under BEML LIMITED, DO LEH in Ladakh Region.

SL. NO.	PARTICULARS	SERIAL PAGE NO.
1.	INDEX SHEET	1-1
2.	TENDER NOTICE & COVERING LETTER OF TENDER	2-5
3.	<u>TECHINICAL BID</u>	6
(I)	SCHEDULE "A" (PRE-QUALIFICATION BID)	7-8
(II)	SCHEDULE "B" (TERMS AND CONDITIONS FOR THE CONTRACT PART-'A')	9-11
(III)	SCHEDULE "B" (SPECIAL TERMS AND CONDITIONS PART - 'B')	12-15
4.	<u>COMMERCIAL BID</u>	
	SCHEDULE "C"	16

Note: 1.The firm should duly sign with company seal on all the pages of the tender documents before submitting them online. Tenderer shall counter sign with company seal wherever corrections are made.

2. All tender documents duly signed will be accepted online only.
3. Commercial bids of qualified bidders only will be opened.

BEML LIMITED
174-B, HOUSING COLONY, (NEAR ROYAL ENFIELD SHOWROOM), LEH LADAKH, J&K - 194101

TENDER DOCUMENT

FOR

**SUPPLY OF MAN POWER (TECHNICAL SKILLED MANPOWER) ON JOB
CONTRACT BASIS**

CLOSING DATE & TIME

20.08.2020 at 14.00 Hrs.

Date & Time of Opening of Technical Bid
20.08.2020 at 15.00 Hrs.

Date & Time of Opening of Commercial Bid
(will be intimated later)

BEML LIMITED

174-B, HOUSING COLONY, (NEAR ROYAL ENFIELD SHOWROOM), LEH LADAKH, J&K - 194101

NOTICE INVITING TENDERS

Tenders in two-bid system (Technical Bid and Commercial bid in e-mode through BEML SRM platform) are invited for providing skilled manpower:

Sl. No.	Work Description	Contract Period	Qty (Nos)	Tender Enquiry No. / Date	EMD (in Rs.)
1.	SUPPLY OF MANPOWER (TECHNICAL SKILLED MANPOWER) ON JOB CONTRACT BASIS	02 Years	3 Nos.	Ref.: HR/Contract Manpower/2020-21/ Dated: 30.07.2020	26500/-

Duration of contract: The contract will be for 02 years from the date of award of contract. However BEML Limited reserves the right to extend the validity of contract for another 1 year on the same rates and conditions through mutual agreement.

Note:-

1. EMD to be paid in the form of DD in favour of BEML Ltd., payable at New Delhi or RTGS /NEFT through our SBI Account No. (11084238253), IFSC Code SBIN0000691.

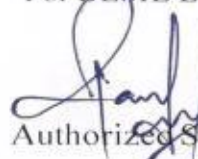
The bank details for payment of EMD through RTGS/NEFT are as mentioned below:

Sl. No.	Description	Details
1.	Account holder name	BEML Limited
2.	Bank Account Number	00000011084238253
3.	Bank	State Bank of India
4.	Branch	New Delhi Main Branch (00691)
5.	IFSC Code	SBIN0000691
6.	MICR Code	110002087

Scan copy of proof of EMD to be up-loaded in e-tender and original DD should be submitted before opening of Technical Bid.

2. Contract will be governed by all statutory requirements amended from time to time and General terms & conditions of the contract of BEML Ltd.
3. BEML Ltd reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BEML Ltd in this regard shall be final & binding to all parties.

For BEML Limited


 Authorized Signatory



BEML LIMITED
(A Government of India Undertaking)
BEML Ltd, 174B Housing Colony Near Royal Enfield Showroom Leh Ladakh- 194101

Ref: HR/CONTRACT MANPOWER/220-21/

Date: 30.07.2020

Company Name: _____

Address of company: _____

Dear Sir,

Sub: Supply of Man Power (Technical Skilled Manpower) on job Contract basis, to be deployed in various Project sites of BRO, Army & MED etc to attend Heavy Earth Moving Equipment under BEML LIMITED, DO LEH at Ladakh Region.

One set of tender documents in respect of the subject work is enclosed herewith. Please note that tenders will be received online on BEML SRM Portal upto 14:00 Hrs on or before 20.08.2020 and technical bids will be opened online on 20.08.2020 at 15:00 Hrs in the presence of tenderers or their authorized representatives.

The period of the contract is for TWO YEARS from the date to be mentioned in the work order to be placed on the successful bidder.

You are requested to submit the tender document online only.

This being a tender for Supply of Man Power (Technical Skilled Manpower) on job Contract basis, to be deployed in various Project sites of BRO, Army & MED etc to attend Heavy Earth Moving Equipment under BEML LIMITED, DO LEH at Ladakh Region, the rates quoted shall remain firm and errors. if any in the extension / total shall be subjected to correction. The quantities shown against each item are only approximate and hence any reduction / increase thereof during the period of contract shall not vitiate the contract. The company does not bind itself to accept the lowest or any other tender.

The tender shall remain open for acceptance for a period of 30 days from the date of opening of commercial bids.

The tenderer shall visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.

The tenders should conform to tender specifications and conditions in every detail. Any tenders not conforming to our specifications and conditions are liable to be summarily rejected. Quotations other than those called for in the enclosed tender form are liable for rejection.

The successful tenderer is required to sign the work order prepared based on the quoted rates placed on him by the accepting officer.

The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.

In case, the bidder / firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD/SD accordingly will be forfeited.

This letter shall also form part of the tender document and shall be returned along with the tender documents duly signed in all the pages.

EMD (Rs.) To be submitted	Estimated Cost (Rs in Lakhs)	Last date for receipt of Technical & Commercial Bid	Details of opening	
	Period of Contract		Technical Bid	Commercial Bid (The commercial bid will be opened only if qualified in technical bid)
Rs.26,500.00	26.50	20.08.2020 14:00 Hours	20.08.2020 15:00 Hours	Only qualified bidders will be informed
	02 (Two) Years			

Thanking you,
Yours faithfully,
For BEML Limited,



Authorised Signatory

Encl: Tender Document: 16 pages

TECHNICAL BID

Duly filled up documents / supporting documents for the following are to be uploaded in c-Folder Technical Attachments of the bid in the SRM System.

Eligibility criteria:

- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the contract value.
- ii) Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which Tenders are invited should be either of the following:
 - a. Three similar completed three works costing not less than Rs.30.00 lakh each
OR
 - b. Two similar completed two works costing not less than Rs.50.00 lakh each
OR
 - c. One similar completed one work costing not less than Rs.70.00 lakh
- iii) EMD payment of Rs.26,500.00/- (Rupees Twenty Six Thousand Five Only) should be paid only through (NEFT/RTGS).

Bank details are as under:-

A/C Name: BEML LIMITED

A/C No: 00000011084238253

Ifsc code: SBIN0000691.

Scanned copy of payment receipt as a proof of payment should be uploaded online.

- iv) Based on other statutory, personnel, etc., requirements are as stated below.



SCHEDULE – A (PRE-QUALIFICATION)

(Questionnaire forming for engaging Maintenance/Messengers/Miscellaneous Contract)

1	Name of the Firm/Agency	
2	Year of Establishment	
3	Are you registered as : a) Public Limited Company? b) Private Limited Company? c) Partnership Concern? d) Proprietorship Concern?	
4	Address of the official premises	
5	Telephone Nos.	
6	Fax Number	
7	Website	
8	E-Mail ID	
9	ISO 9001-2000 Certification	
10	ESI Code No.	
11	PF Code No.	
12	PAN No.	
13	Please indicate your license No. (Presently applicable in other Company) under Contract Labour (Regulation and Abolition) Act 1970 & the rules there under (A Photostat copy of the current license should be enclosed)	
14	Address of the Partner / Proprietors of the tenderers' firm / concern and in case of the companies, Particulars as to Directors / Managing Director as the case may be.	
15	What is the yearly turnover of the agency? Enclosed balance sheet. Profit & Loss Statement. For Last 3 years	
16	Service Tax Registration No.	
17	Current income tax returns / acknowledgements.	



18	Number of Employees on the rolls of your firm / agency.	
19	Nature of staff and other contracts dealt and the period	
20	Current Clients List (Please enclose)	
21	Name, Address & Telephone Numbers of the Partners / Proprietors.	
22	You are required to submit the details as a proof of similar works carried out by your organization in last 7 years with the value of the contract and period.	
23	Agency should provide solvency certificate from Nationalized / Scheduled Bank for Rs.15.00 Lakhs	
24	Name, Address and Telephone Nos. of References (Two Nos.)	

I / We certify to the best of my /our knowledge, that the particulars furnished above are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Place:

Signature of the
Contractor(s) with seal

Date:



SCHEDULE-B (PART A)TERMS AND CONDITIONS FOR THE CONTRACT

1. The contract shall be for a period of two years.
2. BEML Limited shall reserve the right to short close the contract by giving One month notice or without notice for breach of contract or without assigning any reason whatsoever.
3. The age of the personnel engaged should be between 21 years to 45 years.
4. Duty hours will be 09:00AM to 05:00PM in general shift in office. In case of exigency of work or for additional shift duty if required, the contractor should provide the personnel as required by the management.
5. No accommodation shall be provided by the company but TA/DA reimbursement will be provided by company on submission of the expense reports as per company rules, when Technical Staff will go to attend the BEML Equipment on various sites.
6. Personnel engaged should ensure perfect discipline and behavior and diligent performance of duties and in no circumstances they may cause any interference, annoyance or nuisance to the officials of the Company.
7. The contractor shall provide Prescribed Uniforms (Navy Blue Pant, Sky Blue Shirt) and Black safety shoe, Safety Gloves and face mask.
8. Personnel engaged shall report to duty in proper uniform on all days.
9. The agency should make their own arrangements to provide accommodation to their staff.
10. The agency should maintain adequate reserve strength to cater for establishment, leave, holiday work, etc. (But payment will be made only for the day of attendance to the duty).
11. Contractor will have to submit police verification report of all deployed man power to BEML Leh Office.
12. BEML reserves the right to reject any service personal if their behavior/ skill/ discipline is found to be inadequate and the Contractor have to provide the replacement with 15 days of communication.



Scope of Work

Skilled Job Description

(a) Commissioning/Maintenance/Trouble Shooting of BEML Equipments: Technical Skilled Staff should be known to Commission, Periodical Maintenance and Trouble shooting of heavy Earth moving Equipments. Specially prefer specialist in Engine and Transmission, Hydraulics, they should have good working knowledge of basic computer to maintain Spare/Parts records, Manual DA/Invoices, etc, MIS Activities of office, Maintain Equipment records and all system related activities

PAYMENTS:

1. Payments, along with pay slips to the labours should be made on or before 7th of each month through bank (NEFT/RTGS), against the services rendered during the previous month, after certification of the satisfactory completion of the job during that month duly recommended by the Management representatives. No deductions other than statutory shall be permitted.
2. The contractor shall maintain the attendance particulars of the staff deputed every day and get certification from management representative concerned.
3. The contractor should submit the bills in duplicate (i.e. Inclusive of employers' contribution towards PF, ESI, etc along with the filled in PF, ESIC challans of previous month separately for BEML works only to HR Department latest by last working day of the month. Delay in submission will automatically result in delay of release of payment. However, contractor should ensure payment to the labourers on or before the 7th of every month. Payment to the contractor will be made on monthly basis after deducting TDS for the actual manpower deployed during the month. BEML shall transfer the amount payable to the bank account number provided by the contractor.
4. The contractor has to maintain Register of Wages, Muster Roll, ESI Contribution Register and all other Registers, Returns as per statutory requirements and the same shall be under the custody of BEML Management. In addition, the register of wages shall be in the format as prescribed by Contract Labour (Regulation and Abolition) Act 1970, Form -XVII, Form-22 under the Payment of Wages Act, Form-7 under ESI Act and no column left blank except those of date of disbursement of Wages, Signature of Contractors and Management Representatives and Contract Personnel on the document.
5. Disbursement of wages, bonus will be made only through Bank Account of the respective staff as per the Bank Account nos. provided by them.
6. All taxes and levies applicable to be deposited by the contractor as per existing rules and regulations of central/state government and certificates of the same should be submitted to BEML Ltd. Any applicable taxes shall be paid extra against documentary evidence at prevailing rates.

7. In case of violation of PF & ESI contribution, amount will be deducted from the monthly bill/security deposit of contractor & same will be deposited concern dept.

ACCIDENT

1. The company will not at any time be responsible for any injuries caused within BEML premises or at the place of work/site and all contract personnel shall be covered under ESI Act and PF Act from the very 1st day of the engagement.
2. The contractor will make proper arrangements for medical attention and treatment to the staff.
3. The Contractor shall observe the provision of all Acts and the Statutory Regulations as may be applicable to him and his employment and keep the Company indemnified.
4. In respect of disputes arising under this contract or connected, the court situated in Delhi alone shall have jurisdiction to entertain and adjudicate the matter.
5. **ARBITRATION OF DISPUTES:** Disputes if any, arising between the parties in connection with this Agreement or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by the Company. The Arbitration proceedings shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 and Rules framed there under. The place of Arbitration shall be at Delhi and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed there under and in Indian Laws. Courts at Delhi shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.



SCHEDULE B (PART B) SPECIAL TERMS AND CONDITIONS

The tender shall be known as "Supply of Man Power (Technical Skilled Manpower) on job Contract basis, to be deployed in various Project sites of BRO, Army & MED etc to attend Heavy Earth Moving Equipment under BEML LIMITED, DO LEH at Ladakh Region.

1. The tender form is not transferable under any circumstances
2. The tenderer shall quote all the parameter in the commercial BID BOQ per working day per person and the offer shall be valid for a period of 30 days from the date of opening of commercial bid.
3. The tender form duly filled signed with company seal (on all pages) should be uploaded online before the closing date. No other mode of submission is accepted
 - a) Technical bid Schedule A & B and a signed copy of our tender terms confirming the acceptance of the same Pages are to be submitted are to be submitted online.
 - b) Similarly, Commercial bid Schedule C- The bidders are required to enter the rates for all the items listed in the 'Item Data' in SRM System. The price should be quoted for each item after careful study.
 - c) Please note in case "COMMERCIAL BID SCHEDULE C" is submitted along with "TECHNICAL BID SCHEDULE A & B", the tender shall be rejected.
4. The service charges offered should be quoted in percentage (%) and indicated both in Figures and Words in the respective columns. Should there be any difference between the amount indicated in figures and words, the lower of the two amounts will be taken as your offer and it will be final.
5. No correction / revision will be entertained either after the tender is submitted or after the tender closing date is over. Tenderers, besides affixing their signature and stamps, must give their full Name, Address, Telephone No., E-mail ID, Website, Telegraphic Code and Telex No., if any in the quotation form.
6. CLOSING TIME AND DATE OF THE TENDER: The completed tender shall be submitted upto 14:00 Hrs on or before 20.08.2020
7. EARNEST MONEY DEPOSIT: An Earnest Money Deposit of Rs.26500.00/-(Rupees Twenty Six Thousand Five Hundred only) will be accepted online only as per the bank details given above.
8. No interest will be paid for the Earnest Money Deposit (EMD). In the case of unsuccessful tenderer, EMD will be refunded by cheque after a decision on the tender is taken. In the case of successful tenderer/s, the EMD shall be returned after submission of Bank guarantee against Security deposit.
9. The successful tenderer, before commencement of the Contract will have to furnish a Bank Guarantee for an amount equivalent to 10% of the contract value from any Nationalized Bank / Scheduled Bank having Branch at Delhi, to ensure safe operation of

the contract. The Bank Guarantee should be valid up to 3 months AFTER EXPIRY OF THE CONTRACT covering the claim period. The Bank Guarantee will be returned to the contractors after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the contractor is not satisfactory or on account of violation of any terms and conditions of the contract

10. The Company shall be entitled to forfeit the whole or any part of the Security Deposit for any breach of the Contract. The Company shall also be entitled to recover any sum due to it by the contractor under the terms of the contract or on successful completion of the contract.
11. Quotation without EMD or insufficient EMD will be rejected outright.
12. E-mail/Fax quotations will be summarily rejected.
13. BEML Ltd. reserves to itself, the right to accept or reject any tender either in full or part or to reject all tenders and it shall not be necessary for the company to assign any reason for its decision in this behalf.
14. Late tender and conditional tenders will be rejected. The Company does not bind itself to accept the lowest or any tender.
15. **PERIOD OF CONTRACT:** The contract shall remain in force for a period of TWO YEARS from the date of commencement of the contract with an option for the company (BEML Ltd.) to extend it for further period/s on the same terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained herein, the contract may be terminated by the company anytime by giving one month's notice in writing or without notice for breach of contract on part of the contractor, it being not obligatory to assign any cause or reason for such termination. The contractor shall not be entitled to claim any compensation or damages for such termination. The company shall also reserve the option to award parallel contract for the above job contract, if required.
16. The contractor has to comply with the various provisions contained in the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and all other statutory requirements.
17. **LICENCE:** The successful tenderers should submit valid license issued by the Competent Authority under Contract Labour(R&A) Act 1970, before commencement of job after receiving the Form V, on awarding of Contract. Contract will be deemed cancelled in case the required license is not produced within the period of 15 days and BEML Limited will have right to place the contract on other contractors as per its discretion at a later stage at the risk and cost of the contractor duly forfeiting the EMD from the successful Contractor, who has failed to produce the requisite licence within the prescribed time limit.
18. **PAYMENT OF MINIMUM WAGES :**
 - i) The Contractor shall ensure payment of Minimum Wages prescribed by Central Government from time to time to the staff engaged through the Agencies.



- ii) The Minimum Wages payable per month to the contract personnel for 8 hours work per day in a month for 26 days basis inclusive of holidays will be as per the Minimum Wages notified by the Central Government.
 - iii) Any variation in Minimum Wages notified by the Central Government from time to time will be made good by BEML Limited on documentary proof i.e. any increase will be paid by BEML Limited and similarly decrease in Minimum Wages if any, will be reduced accordingly from the payment.
19. Other facilities to be provided to the Contract Labours by the Contractor are as below. No extra amount will be paid for the same.
- i) Prescribed Uniforms (Pant / Shirt) and shoes for male employees and for ladies prescribed sarees with blouse and chappals to be provided by the Contractor.
 - ii) Wherever essential, contract labours to be provided with Gloves, Face masks etc.
20. In case the contract labourers/staffs are deputed out of their place of deployment on local or out of station duty, local conveyance or out of station allowance along with travelling expenses should be paid by the contractor as an advance to them through their Bank Account with prior written permission from the company and such expenses will be reimbursed to the contractor on production of bills and expense reports in the prescribed format of the company. Service charges of such expenses as agreed will be paid to the contractor.
21. The Contractor shall duly observe the provisions of the Contract Labour (R&A) Act-1970 and the rules there under and also the provisions of all other laws, including Industrial Dispute Act, Factories Act, Employees State Insurance Act, Employees Provident Fund and MP Act, Payment of Minimum Wages Act, Gratuity Act, Payment of Bonus Act as may be applicable to him and his employees and keep the Company(BEML) indemnified and harmless at all times in respect of breaches if any, of the said laws and against claims of his Employees on any account against the Company.
22. The Labourers employed for executing the work in this contract shall be trained, healthy and able bodied persons, capable of doing the work for which their services are intended. They shall be above 21 years and preferably below 45 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the work timings and the rules of Safety, Discipline and Conduct, while working within the precincts of the Company.
23. The labourers are liable for verification of their character and antecedents. However, the Contractor should ensure supply of labourers with clean character and antecedents.
24. In the event of the Contractor failing or neglecting to carry out the work as specified and as required by the Company (BEML Limited), the Company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR

any part thereof remaining to the Credit of the contractor and at its option also be entitled to terminate the contractor.

25. Variation in manpower requirement ,if any shall be intimated 15 days in advance and in case services of person/persons are not required, one week's advance notice shall be given by BEML to the contractor. However, BEML may increase or decrease the requirement of personnel any time during the period of contract.
26. The requirement shown against each vacancy is only approximate and hence any reduction/increase thereof during the period of contract shall not vitiate the contract.
27. The contractor shall sign the Contract Agreement within 28 days from the date of issue of Letter of Award. The expenses of completing and stamping the agreement shall be borne by the Contractor.

UNDERTAKING

1. I / We agree to execute the job contract mentioned - Supply of Skilled Manpower (Technical staff) on job Contract basis, to be deployed at its various Office/ establishment(s) at its District Office and other locations in and around Leh Ladakh coming under the scope of work and the terms and conditions and as directed.
2. In the event of the Company accepting my / our tender, I / We hereby agree to execute an Agreement in the form as required by the Company and to duly perform my / our obligation, as undertaken in this tender and the agreement to be executed by me / us and the expenses of completing and stamping the agreement shall be borne me/us.
3. I / We have read and understood the 'SCOPE OF WORK', Special Terms and Conditions and General Terms and Conditions of the tender before submitting my / our tender for this work and I / We agree to abide by the Terms and Conditions out-lined above.

For BEML LIMITED

Authorised Signatory

Signature of the Contractor with seal



COMMERCIAL BID
SCHEDULE C

Ref: HR/MANPOWER CONTRACT/2020-21

Dated: 30.07.2020

Please fill up the details as mentioned below and upload the scanned document under **Price Attachments** of the bid in the SRM system. Please enter the total price i.e. Sl. Nos. 7 in Items tab of the bid in the SRM system.

(Name and Address of the Company) :

Period of Contract : Two years from the date of commencement of the contract.

Earnest Money Deposit (EMD) : Rs.26500/- (Rupees Six Four thousand Five Hundred only)

Due Date / Time : Upto 14:00 Hrs on or before 20.08.2020

Price is to be entered as per below mentioned format. (Per day per person)

Note: a) L1 will be decided from Sl no. 7.(TOTAL SALARY PER MONTH)

SLNO	DESIGNATION : 03 TECHNICAL SKILLED MANPOWERED	
	LOCATION : LEH	
	CONTRACTOR NAME :	
1.	BASIC (A)	
2.	PF @ ----- (B)	
3.	EMPLOYER ESI @ (C)	
4.	Service Charges (%) (Fixed) -- (D) in Figure	
	Service Charges (%) (Fixed) -- (D) in Words	
5.	TOTAL SALARY (EXCL. GST) ----(A+B+C+D)	
6.	GST @ -----	
7.	TOTAL SALARY PER MONTH	
8.	YEARLY BONUS (AS PER CENTRAL GOVT.)	

Place:

SIGNATURE OF CONTRACTOR

Date:

Seal and Address.

