

Service Contract for deployment of 16
Graduate/Diploma Engineers/Accounts
Graduates on contract basis for a period of
One year at BEML Palakkad Complex

TENDER NOTICE

Sub: Request for Quotation for Supply of 16 Graduate/Diploma Engineers/Accounts Graduates, on contract basis for a period of One year at BEML Palakkad Complex.

BEML LIMITED invites tender in two bid system (Technical Bid & Commercial Bid) through **e- Mode** from competent and experienced agencies of good repute, credentials, and sound financial standing for supply of Graduate/Diploma Engineers/Accounts Graduates on contract basis for a period of One year at BEML Palakkad Complex.

Please submit your Quotations through e-mode on BEML SRM platform, as per tender for the subject works at Palakkad complex, BEML LIMITED, Palakkad, as stated in the scope of work.

This Tender consisting of two parts:

Part A – Technical Bid i.e. Submission of Technical Bid & Payment of EMD – online mode (Through e-mode on BEML SRM system)

Part B – Commercial Bid i.e. Submission of Price Bid (Through e-mode on BEML SRM system)

Instructions for submission of the bids:

Both Technical Bid and Commercial bid are to be submitted through electronic mode only in the SRM system.

Part A: Submission of Technical Bid: (e-mode)

- a. Payment of EMD @ **Rs 90,000.00** in favor of BEML LTD through online by clicking the link below:

<https://www.onlinesbi.com/sbicollect/>

Detailed steps of Procedure for making EMD online payment:

1. After selecting proceed, select "All India" in State of Corporation / Institution tab and select "PSU - Public Sector Undertaking" in Type of Corporation / Institution tab, then submit "Go" tab.
2. Then select "BEML LIMITED PALAKKAD" in PSU - Public Sector Undertaking Name tab and submit. After submitting it will ask the relevant details for making online payment of EMD.

The firms who have remitted EMD digitally shall indicate the remittance details along with the Technical bid.

The payment of EMD (Rs 90,000.00) should be paid online before the tender closing date of this enquiry **(07-04-2021) before 2.00 PM.**

EXEMPTION OF EMD: Indian firms registered with National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with

agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD/Tender fee. Copy of firms claiming EMD exemption certificate to be submitted in e-mode in SRM platform, otherwise tender submitted by them will not be considered.

NSIC certificate, MSME certificate (firms claiming EMD exemption) etc to be uploaded in e- mode in 'C' folder in SRM platform before the bid closing date.

****FAILURE TO MAKE PAYMENT OF EMD THRO ONLINE MODE / UPLOADING OF EMD EXEMPTION CERTIFCATE (MSME/NSIC) IN "C" FOLDER BEFORE THE TENDER CLOSING DATE, WILL RESULT IN REJECTION OF THE BID*.***

- b. Please upload all the technical bid documents in the 'C' Folder in the SRM system and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.
- c. Corrigendum regarding the tender if any will be published in BEML website only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- d. Documents as indicated in the **Mandatory qualifications of the contractor for eligibility** are to be uploaded in 'C' Folder on SRM Platform.
(Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)
- e. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding

Part B : Submission of Commercial Bid: (e-mode)

- 1. Price bid to be submitted through e-mode '**Price Conditions**' in SRM system only against the respective line items provided therein before tender closing date and time specified.
- 2. In case Bidder is not quoting for all the activities in price bid, then their offer will be rejected.

"Do not upload any price details in 'C-Folder Technical Attachments'".

Technical Bids of those bidders whose EMD/firms claiming EMD exemption certificate are submitted will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.

In case of un- successful bidders, the EMD will be refunded through e-mode after the decision on the tender is taken. EMD of successful bidder will be released after submission of Performance Bank Guarantee.

Quotations sent by Fax / Email / Quotations on letter heads will not be entertained. The offers should be only on SRM platform.

The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

To download the tender documents please proceed as under:

1. www.bemlindia.in
2. click on e-Procurement
3. e-Procurement (SRM)
4. Log In using the tab Guest Login and click 'Process Bid' & click on the Tender No.

Vendors willing to participate in the tender may contact through email: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries/clarification/information/details needs to be asked only by email to the following mail id: - pm@beml.co.in, Phone: 0491-2568178- Dy. General Manager – Materials / pm5@beml.co.in, Phone: 0491-2565127 – Rajakumar S, Manager-Materials

Note:-

1. Please note that your bid should be submitted in our SRM e-Procurement system only.
2. You should have a valid Class-III Digital Signature Certificate (encrypted type) issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. In case of any queries regarding Digital Signature, please contact admin.srm@beml.co.in.

For BEML LIMITED

-Sd/-

Dy. General Manager (Materials)

1. Brief Scope of work

Sl.No	Daily deployment of Contract person on all working days
1	16

The firm has to deploy the contract person as advised by officer in charge HR, Palakkad Complex from time to time.

The contract person deployed should have NORMAL PHYSIQUE AND MEDICALLY FIT. The contractor need to have additional Labours to cater weekly offs and other general holidays, absenteeism, reliever reserve and any other contingency etc.

- a. Daily /monthly attendance of contract person deployed should be submitted to HR Dept through User Dept.
- b. The contractor shall provide manpower as required on all working days for carrying out the various operations / services satisfactorily in time without any complaints.
- c. The contractor shall arrange for his staff to work in any shift as per the requirement, the timings for which will be indicated by the concerned department OR their nominees from time to time.
- d. If any contract person supplied by the contractor is absent for more than 10 days in consecutive two months then the services of that contract person should be terminated and suitable substitute shall be provided.**
- e. The deployment of contract person during the contract period will be purely on the basis of work load & the deployment will be reviewed on weekly basis. The contractor will be informed about the daily requirement of manpower a week in advance.**
- f. The contractor shall provide manpower as required on all working days during the contract period for carrying out the various operations / services satisfactorily in time without any complaints. Further, the contractor should provide suitable replacement for those labours perform unsatisfactorily.
- g. The contract persons deployed by the contractor should undergo & qualify the In house practical test as required.
- h. The contractor shall arrange for his staff to work in any shift as per the requirement, the timings for which will be indicated by the concerned department OR their nominees from time to time.
- i. If the work is not carried out satisfactorily, the Firm shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The Firm shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the Firm.
- j. The contractor or his representative or his workmen shall not, at any time, cause any nuisance on the site or misbehave with any of the employees of the company or to do anything which shall cause unnecessary disturbance to BEML or its properties or detrimental to the interest of BEML near the site and to the public in general. Any workmen indulged in the above said activity shall be withdrawn from the work spot and shall not be engaged in

future. Suitable substitute shall be provided immediately on termination of such workmen.

2. Job details & required qualification & experience for the contract personnel

Deployment of 16 Personnel (08 Graduate Engineers, 06 Diploma Holders & 02 Finance Graduates) on contract basis / day to perform various jobs.

Educational Qualification/experience required for the candidates:

CONTRACT / DIPLOMA ENGINEERS AND ACCOUNTS OFFICERS						
Sl. No	Function	Engineers / Finance graduate	Diploma Engineers	Total	Qualification / Experience	
					ENGINEER/ ACCOUNTANT	DIP. ENGINEERS
1	Quality	1	3	4	1) BE/BTech (Mech., Automobile, Industr.Engg.) 2) 1 year Experience in Engineering Industry 3) Exposure Quality / Inspection preferred	1) Diploma (Mech / Auto Engg.) 2) 1 year Experience in Engineering Industry 3) Exposure Quality / Inspection preferred
2	Purchase	2	0	2	1) BE/BTech (Mech., Automobile, Industr.Engg.) 2) 1 year Experience in Engineering Industry 3) Exposure in Materials, Vendor development preferred	
3	Production Control	0	2	2	1) Diploma (Mech / Auto Engg.) 2) 1 year Experience in Production Industry 3) Exposure in Production control is preferred	
4	Sub Contracting	1	1	2	1) BE/BTech (Mech., Automobile, Industr.Engg.) 2) 1 year Experience in Production Industry. 3) Exposure to insourcing/ outsourcing activities preferred	1) Diploma (Mech / Auto Engg.) 2) 1 year Experience in Production Industry. 3) Exposure to insourcing/ outsourcing activities preferred

5	R&D	4	0	4	1) BE/BTech (Mech., Automobile Engg.) 2) 1 year Experience in 3D/2D Engineering design 3) Soft Skill : 3D modeling and 2D Auto Cad drafting desirable. 4) Exposure to Product development, Indigenization preferred.
6	Finance	2	0	2	1) B Com/ M Com 2) CA/ICWAI intermediate 3) 2 years' Experience in Accounts with Knowledge of MS Word, Excel and Power point.
	Total	10	6	16	

3. General Terms and conditions

- 1) The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
- 2) Contractors shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/inspecting Authorities, which includes:
 - a. Register of workmen employed by Contractor in Form XIII.
 - b. Employment Card in Form XIV.
 - c. Muster Roll in Form XVI.
 - d. Register of Wages in Form XVII.
 - e. Wage slips in Form XIX.
 - f. Register of Deductions for Damage of Loss in Form XX.
 - g. Register of Fines in Form XXI.
 - h. Register of Advances in Form XXII.
 - i. Register of overtime in Form XXIII.
 - j. Any other relevant registers under various legislations including Form 22 (Muster Roll) Under Payment of Wages Act, Form 7 (Register of Contributions) under ESI Act, etc.,
- 3) Contractor shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as

required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.

- 4) Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees' Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments. BEML, as principal employer, shall have the right to make the payments on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.

The Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF & ESI contributions along with monthly bill for the following month.

- 5) The Contractor shall pay Bonus, Gratuity, etc., to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act , 1965, including Sections 10 & 11, Payments of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The Contractor shall submit the documents in proof of having paid the Bonus/ Gratuity to the labourers.
- 6) The Contractors shall not deploy labour on Extra hours. If deployed on Extra hours, then the Contractor shall pay Extra hours wages and other benefits in accordance with the Law.
- 7) The Contractor shall comply with all statutory provisions relating to Annual Leave, Holidays, etc, amended from time to time.
- 8) Contractor shall produce copies of all returns/challans, etc., submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.
- 9) Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The Contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the Contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.
- 10) Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.

- 11) The Contractor shall verify the antecedents of the Labourers being engaged by him and submit a copy of police verification report of all the labours supplied by the contractor. If the contractor fails to submit the police verification report for the labours engaged by him, those labours shall not be permitted inside the premises. Fresh report shall be produced to BEML authorities whenever demanded. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc., and also the photograph.
- 12) The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.
- 13) **The tender form is not transferable under any circumstances, Firm shall not assign or transfer the contract to any other person or underlet it or make a sub-contract with any workmen for the execution of work.**
- 14) BEML Limited reserves the right to accept or reject or sought further clarifications regarding any tender either in full or in part or to reject all the tenders without assigning any reason for its decision in this regard.
- 15) The Firm shall read and understand the scope of work, special terms and conditions, general terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above.
- 16) In case the bidder after quoting withdraws from the tender or refuses/delays in commencing the work or stop the work abruptly, their EMD / Security Deposit, as the case may be, shall be forfeited.
- 17) **Financial Position:** Average annual financial turnover during the last 3 years should be as indicated in the qualification criteria. The balance sheet and profit and loss account certified by practicing Chartered Accountant has to be submitted as proof.
- 18) **PERIOD OF CONTRACT :** Initially for One Year from the date of commencement with an option to the Company (BEML) to extend it for a further period with the same terms & conditions, if the contract execution is found satisfactory.
 - a. However the company reserves the right to terminate the contract by **giving three months' notice to the Firm**, without assigning any cause or reason for such termination. The Firm shall not be entitled to claim any compensation or any damages for such terminations. The company also reserves the right to award parallel contracts for the above work if required, for more than one bidder.
 - b. **TERMINATION OF THE CONTRACT:** In the event of any breach of contractual obligations as per the contract including scope of work, BEML Limited reserves the right to terminate the contract, if the contractor fails to rectify the breach within 15 days of notice of breach to the contractor, bank guarantee will be forfeited.
- 19) **Deposits :**
 - a. **EARNEST MONEY DEPOSIT (Refundable):** The EMD has to be paid online and to be submitted on or before tender closing date. No interest will be paid on the Earnest money deposit.

- On tender finalization, EMD amount of unsuccessful bidders will be refunded.
 - EMD amount of successful bidder, this EMD will be returned only after fulfilling the obligations of Terms and Conditions of PO.
- b. SECURITY DEPOSIT / BANK GUARANTEE:
- The successful bidder has to furnish security deposit of 10% of the PO value (excluding GST) from any Bank in the form of Bank Guarantee
 1. The Bank Guarantee should be valid for a period of contract + three months AFTER THE EXPIRY OF THE CONTRACT. The Bank Guarantee will be returned to the Firm after successful completion of the contract. The Bank Guarantee will be encashed by BEML, if the performance of the Firm is not satisfactory or on account of the violation of any terms and conditions of the contract. The decision of the Head of the complex will be final in this regard.
 2. The certifying authority will be final with regard to the encashment of Bank Guarantee. If the contract period is extended by BEML, the firm has to submit a security deposit of 10% of the extended PO value excluding ST for the extended contract period + 3 months.
- 20) Documents to be produced :
- a. The documents as indicated in qualification criteria have to be uploaded in technical bid as applicable.
- 21) Requirement of Labours deployed :
- a. The Labours deployed in the contract : Shall be
 - ESI registered
 - Healthy and able bodied persons capable of executing the subject jobs
 - Age between 18 and 59 years, punctual, dutiful, obedient in nature and maintaining discipline and conduct while working within the premises of the company.
- 22) On award of contract the Firm shall execute an agreement in a bond paper of Rs. 100/- (Rupees one hundred only) as per the format given by M/s. BEML Limited to carry out the subject work as per terms and conditions as directed.
- 23) Sub-Contract / Sub-letting:- Under any circumstances, this works contract awarded by BEML Limited to the successful Firm, shall not be sub-contracted to any other party.
- 24) The labours are to be paid applicable Central Minimum wages or State wages whichever is higher as notified by from time to time during the contract period / extended contract period.
- 25) Annual Leave with wages, payment of National & Festival Holidays & Bonus as per prevailing guidelines has to be paid to the labours.

26) The daily wages as of 01-10-2020 is indicated for reference.

Labour details & Daily wages as of 01-10-2020.				
Sl no	Labour Category	No. of days	No. of Labours / day	Wages /day
1	Highly Skilled	312	16	707
Note : ESI (3.25%), PF (13%)= 16.25 % extra				

27) Contractor shall pay the applicable minimum wages as per prevailing rates of Central Minimum wages or State minimum wages whichever is higher as notified from time to time during the contract period / extended contract period.

A). The Contractor has to ensure that the payment to the Contract Labourers/personnel be made on or before 7th day of every month as per the payment of Wages Act.

B). After releasing payment to the labourers/ Personnel, the contractor will submit his claim to HR Department for settlement.

C). Contractor shall engage Labourers after covering them under ESI Act. Labourers without ESI coverage will not be allowed to enter the premises of the factory.

D) After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD.

E) On verification of acquaintance rolls, Payment will be issued for services charges, deducting **TDS applicable on gross amount payable to contractor as per prevailing rates.**

28) Bonus to be paid to the labours as per the Bonus act 1965 or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.

29) Facilities :

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

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

30) **GST:** The GST is as applicable.

31) Payments :

a. (For Labours) Firm has to make payment to the contract persons on or before 7th of every month through bank

- Proof of payment made to be submitted to HR & Finance department for verification of payments made.

b. The Firm shall ensure payment of Central Minimum wages or State wages whichever is higher as notified by from time to time during the contract period / extended contract period. (Firm has to bill accordingly to BEML)

c. For subsequent months (i.e., 2nd Month onwards): All statutory recoveries such as ESI, PF, GST etc., has to be paid on line (i.e., through net banking) by the Firm every month on or before prevailing due date (to avoid any penalties / damages) & deposited challans and online receipts for PF, ESI

&GST shall be produced for the previous months in the current month's bill to ensure reimbursement of taxes for the current month.

- d. After disbursement of wages the contractor shall submit the Acquaintance Rolls to HRD.
- e. **Extra hours wages:** No contract person shall be allowed for deployment on Extra hours work basis on whatsoever circumstances. The contractor / agency should deploy Labours only for 8 hours / day.
- f. The Firm will assist RPFC in settlement of the claims of their employees whenever claims arise, either due to terminations, discontinuance or death.
- g. The extension of ESI & PF benefits to the employees of the Firm will be available only during the contract period. After the contract period is completed, contract labourers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new employer.
- h. The Firm shall maintain all registers and records required for the payment made towards PF & FP, ESI payment of wages etc., and produce them for verification as and when called for by the company or by the inspecting authorities.

32) LABOUR ACT: The Firm shall remain liable for the payment of all wages or other remuneration to his labourers or employees under the Minimum wages Act, Payment of Wages Act – 1936, Workmen's compensation Act 1923, ESI Act 1943, Payment of Bonus Act 1965, Provident Fund and Miscellaneous provisions Act 1952 or any other Acts or enactment relating thereto and rules framed there under from time to time. In the event the Firm fails or neglects to pay amount, due to him under workmen's compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from any other amount concerned and remit the same to the authorities concerned and such payment shall be binding on the Firm.

- a. In the event of contract being awarded, the Firm is responsible for implementing the provision of the contract Labour act in to and also responsible for any repercussions arising there from non-compliance thereof.
- b. Firm should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 1th of each month to Contract in charge, so that the ESI/PF amount remitted by the Firm can be ascertained and recovered / payment obtained irrespective of the fact whether work order is issued or not.
- c. If there is any default on the part of the Firm on estimated amount towards ESI liability /PF liability including the penalty, the penalty damage will be recovered by the company from the bills of the Firms. If sufficient amount is not available, it will be recovered from security deposit / bank Guarantee.
- d. Firm should maintain all registers and records required for ESI, PF payment of wages, under the statutes, and produce them for verification as and when called for by company inspecting authorities.

- e. The contract labourers shall not be retained on Extra hours work on any day. If however, such contract labourers are retained to work on any day including Sundays/Holidays, they shall be paid as per payment of wages Act / extra allowances / wages for their extra working for such time as to be regulated as per Factory's Act.

- 33) **PENALTY CLAUSE** The amount payable by the Firm as stipulated below shall be without prejudice to the other rights of remedy available to the company on account of such delay in completion of the works :

SL	Description	Compensation Levi able
01	ID Card should be issued by the contractor within one month after releasing of the Order	0.5% per week and 5 % maximum of delay from the service charge of the monthly bill
02	Daily/Monthly attendance details to be submitted by the contractor to HR with co-ordination of user Department and security department.	
03	Monthly wages to be paid on or before 7 th of every month.	
04	Bonus bills to be submitted within the stipulated date declared by management.	
06	Delay in remittance / filling of returns of PF /ESI contribution	

- 34) **ACCIDENTS:** The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, the contractor shall take Employees compensation policy or Contractors all risk coverage policy (CAR policy) to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of raising claims and settlement thereof.
- 35) The contractor should arrange proper supervision from his part.
- 36) The labours of the contractor in no case will be treated as the employee of BEML.
- 37) The contractor or his representative or his workmen shall not, at any time, cause any nuisance on the site or misbehave with any of the employees of the company or to do anything which shall cause unnecessary disturbance to BEML or its properties or detrimental to the interest of BEML near the site and to the public in general. Any workmen indulged in the above said activity shall be withdrawn from the work spot and shall not be engaged in future. Suitable substitute shall be provided immediately on termination of such workmen.
- 38) The Contractor shall not employ or allow any person in the Work/Services who is suffering from any contagious, loathsome or infectious disease.
- 39) No labour of contractor including himself is allowed to consume alcoholic drinks or any narcotics within the premises/Work/Services site during the execution of

Work/Services. If he is found to be under the influence of the same, BEML shall have the rights to refer the matter to the police.

- 40) If the work is not carried out satisfactorily, the Firm shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The Firm shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the Firm.
- The Firm shall arrange for the work in shift assigned subject to security check and instructions of the company rules laid down from time to time.
 - All the labourers, supervisors etc., shall have photo identity cards which should be produced while on duty for identification.
 - The successful bidder has to start the work within Seven days from date of issue of Acceptance letter.

- 41) **SPECIAL TERMS AND CONDITIONS**:- The following conditions are deemed to have been included in the quote

NOTE:

- The contractor has to read complete Tender documents including scope of work, Special terms & conditions and General terms & conditions before quoting the tender for better understanding of the work involved.
- Against BOQ Sl.No 1, 2, 3 & 4 the Contractor to quote the price as per commercial bid format in SRM 'item Data'.**

- 42) **Lowest offer (L-1 position) of the quoted rate shall be determined based on the Total contract value as per details in Commercial bid format.**

- 43) **Disputes**: All disputes arising out of this contract shall be referred to the decision of the Complex Chief at Palakkad Complex.

- 44) **Disputes / Damages** : All claims arising by OR at the instance of the LABOURERS OR THEIR HEIRS OR SUCCESSORS, INCLUDING CLAIMS UNDER the Workmen's Compensation Act Central Govt. from time to time shall be met by the Firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the Firm.

- In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.

- "ARBITRATION OF DISPUTES: The venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.

Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Palakkad".

- c. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Chief of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Palakkad shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

**ANNEXURE-III
PREQUALIFICATION BID FORMAT**

Signed & Sealed copy of Annexure-III in the bidders letter head to be uploaded on SRM platform

PRE QUALIFICATION BID

NAME OF THE WORK: "Supply of 16 Graduate /Diploma Engineers/Accounts Graduates on contract basis for BEML Ltd., Palakkad Complex for a period of One Year".

(TO BE FILLED IN BY THE TENDERER)

01.	Name in full under which the tenderer is executing the contract	
02.	Registered Office Address	
03.	Address of official premises at Palakkad.(if any)	
04.	Telephone /Mob No:	
05.	Are you registered as Public Limited Company? Private Limited Company? Partnership concern? Sole proprietorship?	
	Financial turnover	
06.	Average annual financial turnover during last 3 years ending March 2020 (Minimum required Rs. 16.00 lakhs/ year).	
07.	<p><u>Work experience.</u> Contractor(s) should have experience of having successfully completed similar works in providing Manpower supply as described below during last 3 years ending March 2020 in any one of the following</p> <p>i) Three completed works each costing not less than Rs. 18 Lakhs (OR)</p> <p>ii) Two completed works each costing not less than Rs. 22 Lakhs (OR)</p> <p>iii) One completed work costing not less than Rs. 35 Lakhs.</p> <p>Note: 1. The value of work completed will be reckoned excluding the tax component.</p> <p>2. The value of work completed will be reckoned on annual basis wherever applicable.</p>	
08.	Enclose Registration/License copy of the Firm to engage Contract Labour. (Please indicate reference / No.)	

09	The firm shall have successfully executed manpower contract in the State of Kerala during last three years. (The firm shall provide satisfactory completion certificate in support of the above)	
10.	Indicate your ESI code No. (Enclose copy if available)	
11.	Indicate your EPF code No. (Enclose copy if available)	
12	Nature of other contract handled in any other firm with details regarding Nos of Labourers, period etc.	
13.	How many labourers you have in your contract at present?	
14.	Have you registered all your workmen under ESI Act?	
15.	Have you registered all your workmen under PF Act & EPS scheme?	
16.	Indicate the companies / undertakings where you have undertaken Manpower contracts in the last 3 years*	
17	Indicate Two references	1) 2)

Pre-qualification conditions:

- Copies of IT returns/ certified by practicing CA are to be furnished in support of claim of financial turn over.
- Self-attested copies of Certificates of satisfactory Man power Contract services obtained from the earlier organizations in their Letter-Head for a total period of 3 years (either from a single firm or from different firms) should be produced in support of the experience mentioned in the Prequalification bid. The satisfactory performance certificate shall be dated after 01.01.2017.
- The Contractor should have their own ESI & PF No. (The Contractors, who are not having ESI/PF code nos, should get the same on award of contract and before commencement of the contract).

Please note that the quotations of contractors who are not satisfying the above conditions may be liable for rejection.

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

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

PLACE :

DATE :

SIGNATURE OF THE CONTRACTOR (S)

ANNEXURE-IV
COMMERCIAL BID FORMAT (BILL OF QUANTITY)
(This is for reference/Calculation purpose only)

Signed & Sealed copy of Annexure-IV in the bidders letter head (Blank format) to be uploaded in the collaboration folder

Rates to be uploaded in e-bidding in the “Price conditions” only.

Important Note:

1. Firm has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items details as indicated in BOQ.
 - a. Service charge per labour per day
 - b. Uniform cost per labour per year incl of stitching charges (Stitched uniform 2 Pairs (i.e. 2 Pants & 2 Shirts) and 2 Churidar sets/Saree and Blouse)
 - c. Cost of Shoes per labour per year (One pair Shoes & 2 pairs of socks/one pair Chappal for ladies).

S No.	Description of the work	QTY
1.	Service charges for deployment of Labour (Contract operators) for Palakkad complex Note: a) The firm has to quote only for service charges for deployment of Labour. The labour wages with PF, ESI, BONUS, Leave with wages etc as per prevailing rates for the actual attendance will be paid by BEML through contractor and the same should not be included in service charges. Qty = 16 Labour x 26 days X 12 months = 4992	4992 Man days
2.	Uniform 2 Pairs (i.e., 2 Pants & 2 Shirts and 2 Churidar/saree sets with blouse. Uniform cost per Contract Labour)	16 Set
3.	Stitching charges (i.e. 2 Pants & 2 Shirts, 2 Churidar/saree sets with blouse. Stitching cost per Contract Labour)	16 Set
4.	One pair Shoes & 2 pairs of socks/ one pair Chappal for ladies).	16 Set

COMMERCIAL BID FORMAT

The format given below is only for reference purpose. Rate is to be uploaded in e-bidding in the “Price Conditions” only.

S No.	Description of the work	QTY	Unit	Unit Rate (Rs.)
1.	Service Charge per Contract Labour per day	1	AU	A
2.	Uniform cost per Labour	1	Set	B
3.	Stitching charges per Labour	1	Set	C
4.	Shoes/ Socks/ Chappal cost per Labour	1	Set	D

Determination of Lowest Tenderer (L1):-

Bidder should quote unit rate (1 AU/SET is considered as Unit) for each line item in SRM "Price conditions" in e-mode only.

In case Bidder is not quoting for all the activities in price bid, then their offer will be rejected. L-1 will be derived by comparing the total value.

i.e. $L1 = (A \times 4992) + (B \times 16) + (C \times 16) + (D \times 16)$

IMPORTANT NOTE:

1. The rate quoted is firm and Exclusive of GST.
 - a. The intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Hence Bidders are advised to; visit the work areas and then quote.
2. The quotation should be for the complete scope of work specified.
3. The rates are to be entered in the e Mode "Price conditions only".
4. If in doubt / difficulty please ask the concerned.
5. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly
- 6. Remarks if any should be entered in the 'My Notes' Section under 'Price Condition'**

Accept all terms and conditions of the subject tender unconditionally and hence I participate in the tender

D G M Purchase

Seal &Signature of Contractor