

Annexure - II

Bid Invitation no: 6300037059

General Terms & Conditions

1. The successful bidder should ply their buses according to the route and trip schedules stipulated by the 'company' from time to time.
2. The successful bidder should provide bus in good running condition which is to be maintained excellently up to the satisfaction of the 'company'. The seating capacity should be 17 seat in working days and 30 seat in Sundays/ Holidays
3. **The quote should be per trip basis** and inclusive of all charges like rent, fuel charges, driver bata, etc. The rate should be firm for the contract period and no claim for revision of the rate will be entertained during the pendency of the contract.
4. The successful bidder is liable for any acts/omissions of his workmen and the 'company' shall not be liable for any claim made against it.
5. The successful bidder shall obtain all permits, licenses and other authorizations as required from the Government and statutory authorities.
6. The successful bidder shall also take such policies as are necessary for the comprehensive and sufficient insurance of the vehicle to cover the risk of every employee travelling in the vehicle and as contemplated under the Motor Vehicles Act/Rules thereon.
7. The successful bidder shall arrange alternative vehicle in case of any Labour disputes/litigation/breakdown etc. without any extra cost to BEML.
8. The successful bidder shall adhere to all Safety, Fire protection and other statutory rules during the period of the contract.
9. The successful bidder shall ensure that the driver on duty possess proper valid driving license. The driver deployed by the contactor for duty should not be under the influence of Alcohol or any form of intoxication.
10. The successful bidder shall maintain punctuality of arrival of the bus at the Factory premises and in case of delay in the scheduled arrival of the bus at the BEML Ltd the successful bidder will be liable to penalty charges of Rs.500/- per every half an hour late for delay.
11. The successful bidder should make arrangements at his own cost for the filling of fuel, lubricants and check the conditions of the vehicle before trip is operated.
12. During the period of the contract the 'company' would reserve the right to increase or decrease the number of vehicles, change or add the routes allotted as and when required with in the stipulated distance or change timings of drop.

13. The successful bidder shall ensure that the vehicle crew behaves properly with the employees who travel in their vehicles. Misbehavior or riotous and disorderly behavior by the vehicle crew will be ground for terminating the contract.

14. The 'company' shall maintain its own record and timings of arrival of vehicles and shall be noted down by the staff employed by the 'company' and payments of bills would be based on these records.

15. In the event of 'Company' wanting to increase the frequency of the service with same number of buses contracted for, it shall give at least 24 hours advance intimation in writing. The successful bidder shall provide such additional services provided the buses are not otherwise engaged on scheduled duty.

16. The company reserves the right to increase or decrease or change the type of vehicle.

17. Employees of the company travelling in the buses engaged by the successful bidder shall possess identification cards issued to them. The company shall send by 1st of every month a list in whose favour the monthly passes have been issued in addition to the list that will have to be sent prior to the commencement of the operation of the contract. The company authorized officials shall have the right to check the bus as and when required.

18. In the event of Breakdown of the bus the successful bidder should arrange alternate bus for which no extra costs will be charged.

19. Further, in the event of an accident, the BEML Employees will be entitled for Medical treatment and accident compensation as per the law or as per judgment of Competent Court.

20. The successful bidder shall ensure that only employees with valid pass should be allowed to use the transport facility and prevent any other personnel other than BEML employees from availing the facility.

21. Risk Purchase clause:

a) BEML reserves the right for termination of the contract at any time if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by BEML and in addition to forfeiture of security deposit towards liquidated damages.

b) In case the successful bidder is not in a position to provide transportation as per the terms of contract on any day, he will not be eligible for payment of proportionate amount for the period, and also will have to compensate BEML for the additional amount incurred for arranging alternative transport.

22. In the event of general strike unless otherwise instructed by the 'company' the successful bidder shall make all efforts to operate the vehicles as usual. However, during the general strike/hartal, the 'company' reserves the right to suspend the operation by giving 24 hours' notice in writing.

23. The 'company' reserves the right to terminate the contract at any time during the period if the performance of the contract is found unsatisfactory or due to other

contingencies as deemed fit by the company and in such cases clause number 18 would not be applicable.

24. The contract shall be terminated during its existence by either party giving notice of not less than 90 days.

25. The payment will be on monthly basis. The successful bidder shall submit the bills certified by the user department on the first week of the succeeding month and the 'Company' shall pay the bill within ten days of receipt of the bill along with statutory tax payment receipts. The monthly bill should accompany with the daily trip sheet duly coordinated & endorsed by Security Department.

26. The 'Company' shall provide holiday list of BEML Limited-Palakkad Complex to the successful bidder.

27. The Successful bidder shall provide vehicle on Sundays/Holidays as per the requirement of the company.

28. Copy of RC book & insurance of the vehicles proposed to be used for the said purpose should be submitted along with the Technical bid.

29. Due to unforeseen circumstances such as rioting, traffic congestion and diversion of traffic by police the successful bidder shall inform the 'company' immediately, over telephone to concerned officer about such occurrences. The minor delays due to such occurrences may be ignored. However the successful bidder shall not claim from the company for any damages for the vehicle due to such incidents or for additional fuel consumption.

30. SECURITY DEPOSIT:

The Successful bidder shall execute a Bank Guarantee from any Bank within one month of acceptance of the P.O. for a value equal to one month's bill amount which should be valid up to 6 months after completion of contract Period. In case of extending the Contract the successful bidder is required to renew the bank guarantee before one month of its expiry with same validity failing which same will be realized by the BEML Management. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time. In case of non-submission of Bank Guarantee, equivalent amount will be withheld from contractor bills which will be refunded only after completion of contract.

31. The successful bidder should fulfill all the statutory requirements. BEML limited will not be responsible for any lapse in fulfilling the statutory requirements as stipulated in MVD rules, Kerala.

32. The contractor shall execute an agreement in a stamp paper of worth Rs. 100/ (Rupees Hundred only) as per the format given by M/s. BEML Limited before commencement of contract to the DGM (Materials), BEML Ltd, Palakkad Complex.

33. The bidder shall read and understand the scope of work, terms and conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor.

34. The 'Company' reserves the right to increase the frequency of service with same number of bus or additional bus, for which 24 hours advance information will be given.

35. **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 Palakkad 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 Palakkad shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

36. **Foreclosure clause:** If at any time after acceptance of the tender/contract agreement, the contractor shall decide to abandon the works for any reason whatsoever would be liable to pay the damages to the company as deemed fit by BEML.

Signature of Contractor

Date:

Name :

Address :