

BEML Limited
(Govt.India, Mini Ratna Company – Ministry of Defence),
Regional Office,
D.No.F-4, Dr.Rajendra Prasad road,
Block - 27, Neyveli – 607 803,
Phone & Fax: 04142-268517

Sub: Maintenance contract of 43 No's of BEML BD155 Dozers and 19 No's BP100 Pipelayers working in various mines of M/s.NLC India Limited, Neyveli.

Notice Inviting Tender (e-tender through BEML SRM)

BEML Limited wishes to invite competitive bids from the contractors suitable for Maintenance contract of 43 No's of BEML BD155 Dozers and 19 No's BP100 Pipelayers working in various mines of M/s.NLC Limited, Neyveli under jurisdiction of our Regional Office at Neyveli.

Type of Bidding is Public e-tender. Bidders are strictly required to submit Technical bid along with all relevant documents as stipulated in this NIT in Supplier Resource Management (SRM)/e-procurement portal of BEML. However technical bid will be scrutinized for their qualification for further contending in Reverse auctioning. BEML Limited will not be bound to assign any justification for difference in rating of the bidders, acceptance or rejection of any bid. No-offline mode of bid submission will be accepted.

Pre bid meeting is on 24.06.2020 at 16.00 hrs

Last date for submission of bids is 06.07.2020 up to 15.00 hrs

Technical bids will be opened on 06.07.2020 at 15.30 hrs

Instruction to Bidders

Both Technical Bid (except original DD for EMD) and Reverse auctioning are to be submitted through electronic mode only in the system.

EMD **Rs.6,99,000.00** (Rupees Six Lakhs Ninety Nine Thousand Only) has to be submitted as DD/BG for in favour of BEML Ltd., Chennai has to reach the address as mentioned below on or before the closing date and time of the tender:

Address:

The Regional Manager

F-4, Dr.Rajendra Prasad Road,

Block – 27,

Neyveli – 607803.

Ph : 04142 268517

Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from The Regional Office, Neyveli.

Tender is in two bid system.

Please note that as per the directives from Ministry of Defence, Class-III Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class –I or Class-II Digital Signatures.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

Technical Bid

Please upload all the technical bid documents in the Collaboration Folder in the system. **Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.**

Technical bid: Scanned copy of the following documents should be uploaded in Collaboration Folder on SRM Platform:

S.No	Description	Requirement
1	Experience in executing availability based maintenance contract for HEMM.	1. PO copies of such availability based maintenance contract for a minimum period of 1 year executed in the past 5 years. 2. Performance/completion certificate for the above mentioned contract/order.
2	Earnest Money Deposit (EMD) Returnable	Rs.6,99,000.00 (Scanned Copy of DD/BG - To be enclosed in Technical Bid). Refer Clause : 12.
3	VTC NO (Vocational Training Centre Number)	1. Contractor should have minimum of 50 No's Labours with VTC. Documents for the same should be submitted. 2. If Contractor don't have labours with VTC currently, submit minimum of 25 No's labours with running VTC whom the contractor will engage for this work.
4	PF Registration Certificate	Copy to be Submitted.
5	PAN No.	Copy to be Submitted.
6	Service Tax Registration of the Firm	Copy to be Submitted.
7	Acceptance of NIT terms	Scanned copy of acceptance with initials in all pages to be Submitted.
8	Integrity Pact	Scanned copy to be submitted (Refer Clause 16).

PRICE BID

Reverse bidding will be conducted after scrutinizing the technical documents. Participants will be intimated for successfully qualified service providers.

The following points shall be considered while quoting in reverse bid.

- a) Tenderer shall quote their minimum charges for each Dozer/month & each Pipelayer/month for each year. L1 bidder shall be selected based on the total price quoted for 3 years for 43 No's Dozers and 19 No's BP100 Pipelayers. Details of Date of Commissioning of 43 No's Dozers and 19 No's BP100 Pipelayers is furnished in Annexure – A.
- b) Tenderer should quote for both Dozers & Pipelayers. Partial participation will not be considered and will be rejected.
- c) The quotations shall be valid for minimum period of 90 (Ninety) days from tender closing date. The quoted price should be exclusive of service tax and to be firm during whole contract period.

TERMS & CONDITIONS**1. Scope of the Contract:**

- (a) The contract will be applicable for Maintenance contract of 43 No's of BEML BD155 Dozers and 19 No's BP100 Pipelayers working in various mines of M/s.NLC Limited, Neyveli
- (b) Contract will be initially applicable for 3 year from the date of LOA. On successful completion of contract, Contract may be extended for 1 more year with average yearly hike on same terms & conditions with mutual consent.
- (c) Contract will be extended / reduced based on the performance of the contractor.
- (d) The Quantity of Equipments in each mine is as detailed below:

Equipment	Mine I	Mine IA	Mine II	Total
BD155 Dozers	18	5	20	43
BP100 Pipelayer	9	4	6	19
Total	27	9	26	62

The quantity of Equipments in each mines may be amended (increased/decreased) in due course of the contract for any reason, reserved with BEML, with the final negotiated rate as agreed by this tender.

- (e) BEML has the right to increase or decrease the quantity of Dozers and Pipelayers upto 50% under the same rate, terms and conditions.
- (f) In case of Individual Equipment's Contract completion with NLCIL, BEML has the right to reduce Quantity of Dozers & Pipelayers from the contract.
- (g) In case of more than 10% reduction in Equipment quantity, USK Manpower shall be reduced on average Reduction of Equipment.

E.g : In case of 10 Equipments (16% of Total Equipments) reduced from contract, maximum of (16% of

USK) labours can be reduced.

2. Scope of Work:

2.1.1 General Conditions:

- a) The contractor shall carry out the routine, predictive and preventive maintenance, monitoring and servicing, regular checking, adjustments, repair & changing of modules/ assemblies/ parts, cleaning and washing periodically.
- b) The contractor shall deploy the necessary manpower together with managerial supportive staff. The contractor shall ensure the checkpoints provided by BEML on daily basis.
- c) The contractor shall provide report on routine, predictive and preventive maintenance together with monitoring and servicing carried out on the Dozer on each and every day, which will be signed by NLC and BEML representatives.
- d) The contractor shall maintain logbook for the above purpose recording all the happenings. The format of such entry in the logbook shall be jointly formulated and agreed by BEML representatives.
- e) The contractor shall ensure the Availability of the all the Equipments covered under contract as enumerated and specified under Clause 6.
- f) The Contractor shall be responsible for getting availability signed from user end and getting EPF clearance from CTO.
- g) Supply of the minimum prescribed manpower, mine-wise is as given below :

Eqpt Population	Mine I	Mine IA	Mine II	Total
Dozer Population	18	5	20	43
Pipelayer Population	9	4	6	19
Total	27	9	26	62
Manpower				
Manpower for 1 st year (HSK/SK/SSK & USK)	48	16	48	112
Supervisors (Common for all 3 years)	4	4	4	12

- Mine IA being a small mine, 2 No's Supervisor's shall be used for availability, material movement co-ordination, miscellaneous work, etc.

- h) Skill pattern of the contract men engaged shall be in the following pattern:

Skill Level	Ist year
HSK	10
SK	18
SSK	23
USK	61
Total	112

- i) Transportation of Labours shall be responsibility of Contractor. Deployment of Jeep will be in such manner:

Particulars	Mine I	Mine IA	Mine II	Common/ Material movement	Total
No of jeeps	4	2	4	1	11

- i. Jeeps only registered on/after 2020 shall be provided. However, based on required additional vehicles can be added.
- j) Tools, lifting shackles, Grease gun, Cotton waste, banian cloth, etc for carrying out the contract is the responsibility of Contractor.
- k) Supervision in all shifts is the responsibility of Contractor.
- l) Spares, Lubricants, Welding set, Compressor, lifting crane shall be arranged by BEML.
- m) Movement of spares from BEML stores to various mines and movement of failed items to BEML stores is the responsibility of Contractor.
- n) Engagement of Crane operator as and when required.

3. Tools

All required tools & tackles required for executing the contract at the location informed by BEML shall be provisioned by the contractor whenever required.

4. Man Power

- a) The Contractor shall ensure to provide experienced supervisors to monitor & sufficient skilled / semi-skilled manpower to execute the contract on round the clock basis.
- b) All manpower deployed by the contractor shall fulfill all statutory obligations under the following acts:
- Employees provident fund act.
 - Payment of minimum wages act 1948 or Minimum wages fixed by M/s.NLCIL, whichever is higher.
 - ESI act.
 - Mines act.
 - Registration under TNGST act 1959.
 - Contract Labour (Regulation and Abolition) Act 1970.
 - The Contract Labour (Regulation and abolition) Rules 1971.
 - Workmen compensation Act 1923.
 - Any other statutory modifications thereon in connection with the employees engaged by him or his sub-contractors.

- c) The contractor shall engage workmen of age not less than 18 and not more than 60 and shall produce necessary proof for the same if called for.
- d) The contractor shall make their own arrangements for movement of their service personnel to the work spot allotted by BEML.
- e) The Contractor shall provide 2 sets of stitched uniforms or mechanics cover-all uniforms for the Labours being engaged every year or any specified interval fixed by NLCIL. The contractor has to monitor that the Labours should wear Uniforms at the duty time.
- f) The contractor will be solely responsible for providing safety items like Safety Helmets, Safety Shoes, safety belts, Ear Plugs to their personnel engaged by them for working in the mine area by the specified interval fixed by NLCIL.
- g) The Contractor shall employ their own permanent employee.
- h) The works are being carried out by the contractor by their own workmen but not by BEML/NLC contract workmen. The PF for the workmen is being paid by the contractor in their own PF code. The Employees do not have any lien over NLC/BEML.
- i) The contractor shall ensure that each workmen employed by the contractor is paid not less than the basic minimum wages per shift fixed under the minimum wages act for the scheduled employment from time to time. The contractor shall ensure the payment of minimum wages & other perks, as finalized by NLC, from time to time based on the state/central minimum wages, as NLC is a principal employer and it is mandatory for the contractors to follow their wage settlement.
- j) In addition, the contractor shall pay :
 - 1. 13.36% of statutory Industrial Adoptable Minimum wages and Additional Wages towards Provident Fund.
 - 2. The Contractor shall ensure payment of minimum bonus of 8.33% of the annual wages to the contract workmen engaged by them subject to the wages ceiling as provided under payment of Bonus Act 1965 and failure in this regard will be treated as violation of the terms of the contract".
- k) **ENGAGING SUPERVISOR :**
 - a. It is the responsibility of the contractor to deploy required number of supervisors with requisite qualification / relevant experience and for the duration as mentioned in the special conditions if any to carryout effective full time supervision while the scope of work is carried out by the contract workmen and the same shall be ensured by the contractor.
 - b. No Supervisor shall be engaged in more than one contract at a time and the contractor concerned shall certify to this effect in every bill. Persons of age below 18 years & more than 58 years and in the case of Mines women shall not be engaged as supervisors. The Contractor shall arrange for temporary permit and training at VTC (in case of Mines) for the supervisors he proposed to deploy.

- c. Engagement of their supervisors in any works does not confer any right (to the contractor or his supervisor) for claiming any facility from BEML/NLC like housing, employment in BEML/NLC nor BEML/NLC is obliged to engage them continuously in subsequent contracts.
- d. The Supervisor shall carry out all the works which are necessary for the smooth execution of works planned through the Contract workmen, which include among others the following:
 - i. To report at site, get instructions from field officials and ensure effective supervision.
 - ii. To deploy contract workmen as per the allocation of works given by NLC/BEML officials.
 - iii. To have a watch over the contract workmen deployed for the work and to carry out the works safely.
 - iv. Monitoring of attendance of contract workmen and to keep records of attendance.
 - v. In case of any untoward incidents like accident, strike etc. the supervisors shall closely co-ordinate with Contractor and the NLC officials and shall ensure that the situation has not gone out of control.
 - vi. The supervisor has to ensure safety of the contract workmen including adherence to safety practices by contract workmen.
 - vii. The contractor shall ensure that each supervisor employed by the contractor is paid not less than the basic minimum wages per shift fixed under the minimum wages act for the scheduled employment from time to time. The contractor shall ensure the payment of minimum wages & other perks , as finalized by NLC, from time to time based on the state/central minimum wages , as NLC is a principal employer and it is mandatory for the contractors to follow their wage settlement.
 - viii. The Contractor/Partner shall not act as supervisor.
 - ix. Maintaining the attendance details of the supervisors, payment of wages to the supervisors, PF and other applicable statutory remittances and looking after the welfare of the supervisors will be in the scope of the contractor. The remittance of PF in respect of supervisors engaged by the contractors shall be made in their own PF Code Account or else alternatively, they may deposit the PF in the unit PF Code number and produce the proof of remittance of PF for clearance of Bills.
 - x. Payment records shall be produced by the contractor for verification.

4.1 VTC

- a) The contractor shall employ only those persons who have completed their initial training at Vocational Training centre/Mine-1/Mine-2 with proof thereof/shall arrange to get his workmen trained in VTC as per rules before being inducted for works in mines. The cost/expenditure towards such training shall be borne by the contractor.
- b) The wages for the period of training in the VTC shall be paid to the workmen by the contractor.

- c) It is the responsibility of the contractor to get the necessary movement passes for their employees from M/s.NLC Limited in accordance & co-ordination with M/s.BEML Limited.

5. Validity:

- a) The validity of the contract will be initially 3 years from date of issue of order. On successful completion of contract, Contract will be extended for 1 more year with mutual consent.
- b) The contract may however be short-closed at the discretion of BEML on the basis of techno-commercial performance evaluation of the job carried out during the contract period.
- c) The contract shall remain in force for a till completion of contract from the date of commencement of the contract with an option to extend it for further period/s on the same terms and conditions and at the same rate with mutual consent of the Contractor and BEML.

6. Availability of the Equipment:

The contractor shall ensure the **Guaranteed Availability** of each DOZER as enumerated and specified below:-

- a) Shall not be less than 85% of calendar hours on monthly basis.
- b) The formula for calculating the guaranteed percentage availability is

$$= \frac{A - B}{A} \times 100$$

$$= \frac{A - B}{A} \times 100$$

$$A$$

$$A = 24 \times \text{calendar days in a month}$$

$$B = \text{Down time in the corresponding month including the maintenance hours}$$

The calculations will be regulated subject to the conditions furnished under 8.0

7. Downtime Hours:

- a) The time occupied by regular and preventive maintenance checking, adjustments, repair & changing of modules/ assemblies/ parts, cleaning, washing and during any other period in which the machine is not available (except for reasons attributable to owner/NLC) shall be taken as Down time.
- b) In case of breakdown of Dozer at mine site the contractor shall be responsible to repair it at the said site, the contractor shall be responsible to shift the Dozer to their workshop at site if the contractor is not able to be repair the Dozer at the said site. The time to bring the Dozer from the mine site to the workshop for necessary repair shall be classified as Downtime Hours.
- c) The down time hours arising due to accident, for the reasons attributable to the NLC, shall not be taken into consideration for the period of such repairs for calculating G.A.
- d) The down time hours arising due to accident, for the reasons attributable to the contractor (due to improper maintenance), will be considered as down time.
- e) The down time hours arising due to delay in spares supply by BEML (for the reasons attributable to the BEML) will not be considered as down time.

- f) However non-availability of any of the DOZER due to the following reason shall not be considered for calculation of down time hours.
 - i. Lack of accessibility to the equipment.
 - ii. Force Majeure issues at NLC site.
 - iii. Time spent on rectification due to accidents attributable to owner/NLC.
 - iv. The fuelling hours will be considered as available hours.

8. Recording of Downtime:

- a) Owner/NLC's personnel shall record the downtime hour during each mine shift.
- b) Contractor's personnel shall also have access to the above record.
- c) Contractor shall settle any disagreement with respect to downtime hours with NLC on shift-to-shift basis
- d) NLC and CONTRACTOR/BEML shall use their reasonable endeavors to ensure that their personnel keep reasonably accurate records.
- e) Owner/NLC's representative and Contractor's representative shall meet on a mutually agreed frequency to certify the downtime hours incurred during the period which has elapsed since their last meeting.
- f) The agreed Downtime Hours shall be entered into the computers operated and maintained by NLC on a weekly basis.
- g) At the end of each month the total Downtime Hours recorded during the month be calculated in respect of each Dozer to compute availability of the Dozer for that month.

9. Monthly service meter hours

- a) At the beginning and end of each Mine shift the reading of the Service Hour meter shall be recorded by NLC to record hours for which Dozer was in operation during the shift.
- b) At the end of each shift the difference of the Service Hour meter at the beginning of the shift and end of the shift shall be computed.
- c) If on Comparing the actual operating hours of the DOZER for that Shift and the difference above for the said DOZER indicates the existence of a manifest error, then the Service Hour Meter in the Cabin of the said DOZER shall be checked and if found defective, the said Service Hour meter shall be replaced by a New Service Hour Meter.
- d) The initial reading of the New Service Hour meter and the last shift reading of the old Service Hour Meter shall be recorded and signed by the representative of NLC and BEML.
- e) For the period between, the Old Service Hour meter is found defective and the New Service Hour meter is installed, the operating hours for the said period shall be arrived at based on the last week's shift average operating Hours of the said DOZER. Representatives of both NLC and BEML shall sign the same.
- f) Based on the above the Monthly Operating Hour of the DOZER shall be jointly calculated by subtracting the initial Service Hour meter reading and the Month end Service Hour meter Reading to observe the Monthly Service meter Hours for that Month for the purpose of payment.

10. Maintaining of Records :

- a) List of spare parts supplied by BEML and list of spare parts for each Dozer consumed shall be recorded and submitted whenever asked.

- b) Spare parts shall be taken from BEML stores in NLC mines with the permission of BEML representative.

11. Penalty Clause:

It is also proposed to levy penalty for shortfall in availability. The penalty for shortfall from the guaranteed availability will be as follows:

- a) Availability will be calculated every month.
- b) Availability of 80% or more but less than 85% - for shortfall of every 1% or part thereof from the guaranteed availability, the penalty will be 1.5% of the maintenance charges for the month.
- c) Availability of 75% or more but less than 80% - for shortfall of every 1% or part thereof from the guaranteed availability, the penalty will be 2% of the maintenance charges for the month.
- d) Maximum penalty – 17.5% of the maintenance charges for the month.
- e) Where the Availability is below 75%, no payment of the maintenance charges will be made. Also, BEML reserves the right to terminate the contract forfeiting the Performance Bank Guarantee equivalent to one year consideration where there is consistent failure.
- f) Penalty for short supply of jeeps:
 - i. Jeeps will be released for 2 Days in a month for maintenance or breakdown attending works.
 - ii. In case of any Jeep breakdown, a stand by vehicle shall be provided.
 - iii. In case of jeep deployment for more than 2 days in a month, penalty of Rs.750/- per day will be deducted from monthly bills.
- g) Penalty for short supply of labours:

In case of short supply of Labours mentioned in Clause 2.1.1, Basic Minimum wages fixed by NLCIL excluding statutory like PF, ESI, etc for short mandays will be deducted as penalty.

E.g. Total of 117 Labours has to be provided. Considering 26 shifts, 3042 shifts/month in particular skill wise has to be provided. Failing which Skill wise - Basic Minimum wages will be deducted as penalty.

12. Earnest Money Deposit:

- a) An amount of Rs.6,99,000.00 (Rupees Six Lakhs Ninety Nine Thousand Only) has to be submitted as an Earnest Money Deposit which will be refunded if the bidder does not qualify in the tender process at any stage. The Earnest Money of successful bidder may be refunded or adjusted against security deposit as agreed mutually.
- b) No interest will be allowed on earnest money deposit.
- c) EMD can be submitted as DD/BG in favour of BEML Limited, Chennai. Format for BG is enclosed in Annexure – I.

13. Security Deposit:

- a) The successful Tenderer should agree to execute Security Deposit in the form of BG from Nationalized Bank/Demand Draft drawn in favour of BEML LIMITED, Chennai.

- b) BG shall be submitted within 30 Days from the issue of the Work Order for 1st year with validity of 13 months from the commencement of each year.
- c) BG for 2nd & 3rd year shall be submitted 15 days before the commencement of each year.
- d) BG value shall be equivalent to one month charges (Excluding Service Tax). The same shall be returned within 60 days from the successful completion of the contract.

14. Increase/Decrease of Quantity:

- a) Contractor shall quote their price for each dozer and each pipelayer. Cumulative price for all Equipments considering overall quantity will be considered for L1.
- b) Quantity of Dozers/ Pipelayers may increase or decrease subject to the needs of BEML at the maximum increase of 50% of present quantity of 62 numbers.

15. Payment:

- a) CONTRACTOR shall provide an invoice to The Regional Manager, BEML Limited, R.O Neyveli within 7 days of every month for monthly charges payable to him for the preceding Month along with the corresponding monthly utilization and availability statement signed by BEML and NLC India representatives equipment wise.

- b) Bills have to be submitted for individual mines.

- c) If equipment is under breakdown due to accident/force majeure, payment shall not be made for that dozer. In case of such mishaps, payment will be calculated as follows:

A = Maintenance charges for one month/Dozer.

B = No of days Dozer is under breakdown.

Maintenance Charge = (no of calendar days – B) / [(A/no of calendar days)*(no of calendar days – B)]

- d) The following documents shall be submitted by the contractor for claiming of payment.

- i. Invoice of the Contractor.
- ii. Certificate of availability of each machine and utilization per month certified by authorised officer of NLC.
- iii. Certificate for statutory compliance viz. PF, Group Insurance, Labour license and minimum wages etc. by NLC's Labour Welfare Officer.
- iv. Monthly Mud pack cleaning statement, washing statement has to be submitted. Any other registers/statements if required by BEML shall also be submitted.

- e) Documents required for certifying availability of equipment:

First week of every month, the following monthly consolidated reports for the previous month is to be submitted to the authorised officer of NLC.

- i. Report on availability of each machine with shift wise details.

- ii. Report on maintenance activity undertaken including break down indicating nature of work, duration etc.
- iii. Report on utilization.
- f) Payment will be arranged by The Regional Manager, BEML, Neyveli within 30 days from date of submission of bills with all above said documents.
- g) For payment purpose, the works carried out in each machine will be effected proportionately as per Clause No: 8.

16. Integrity Pact :

Contractors shall enter into Integrity Pact with Company for contracts value as specified by the Company from time to time. The draft of the same can be downloaded from BEML company website. The original integrity pact duly signed shall be submitted to Regional Office, Neyveli before closing date of tender. Scanned copy of integrity pact shall be uploaded in SRM portal along with the technical bid.

17. Taxes

- a) The quoted price should be exclusive of service tax.
- b) The tenderer has to produce the challan as proof of the payment to the service tax authority.
- c) Service tax as per the Chapter V & VA of the Finance Act 1994 which provides for the Service Tax and Service tax rule 1994.
- d) Service Tax will be reimbursed on the condition that the service tax component has to be shown separately in the invoices.
- e) To claim the Service Tax, contractor must have a Service Tax registration number.
- f) Further contractor has to deposit Service Tax as per Service Tax rule.
- g) Income tax, as applicable, shall be deducted at source by BEML from the contractor's bill at the time of payment.

18. Indemnification:

- a) The contractor shall indemnify BEML LIMITED against all damages and losses incurred or to be incurred including all expenses by BEML LIMITED due to non-observance of statutory provisions for obtaining proper permit/license from the appropriate authorities.
- b) The contractor shall indemnify BEML LIMITED against any claims or demands made by any employee or labour engaged by the contractor due to any accident or damage caused due to negligence or carelessness of the contractor / contractor's employee.

19. Statutory Requirements:

Contractor shall be responsible for adherence to all statutory laws, rules, regulations, bye-laws and levies in force at mining site. Contractor shall be solely responsible for obtaining all required permits & licenses necessary for undertaking the activities under the contract. Contractor shall also be required

to register with BEML as a vendor or produce their existing vendor registration number, if already registered.

20. Safety & First Aid:

The contractor shall comply with the statutory requirement in respect to Safety and First Aid requirements as per the relevant Statutes and shall in particular ensure the following:

- a) Ensure that the persons are properly equipped with the personal protective equipment and protective devices and are well versed in the safety measures required in the mining operation.
- b) Ensure that the personnel follow proper working practice at all times in the course of performance of their duties and discharge their responsibilities under the contract.
- c) Ensure deployment of persons sufficiently trained in First Aid and they are equipped with the First Aid facility at the Mine Site throughout the tenure of the contract.

21. Cancellation:

- a) BEML reserves the right to cancel the contract / order or any part thereof without assigning any reason by giving written notice one month in advance. Reason for discontinuity may not necessarily be informed to the contractor.
- b) In case the contract is to be short close by the contractor, the contractor must serve a 3 months' notice prior to the closure.

22. Accidents/Mishaps:

- a) In the event of any accidents involved by the Equipment/Contractor's Labours while in operation, if it is proved beyond doubt that the mishap is due to negligence/lapse in maintenance by contractor, then the contractor is fully liable for all damages to the equipment and other third party damages.
- b) Any damages caused to properties of M/s.NLC Limited and others while carrying out work shall be rectified by the contractor free of cost.
- c) M/s.BEML Limited will not be responsible for any accident/hazard for the persons of contractor while carrying out the work.

23. Arbitration / Disputes:

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 and the proceedings shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time. The Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Neyveli”.

24. General Conditions:

- a) The tenders should confirm to BEML specification and conditions in every detail and any tenders not conforming to BEML specifications and conditions will be summarily rejected.

- b) The successful tenderer shall execute an agreement in a bond paper of worth not less than Rs. 80/- (Rupees Eighty only) as per the format given by BEML Limited. The successful tenderer is requested to sign the work order prepared based on the quote/accepted rates placed on him by the accepting officer.
- c) The successful tenderer has to supply the man power for work from the date of issue of Acceptance letter or on the date reasonable fixed by BEML.
- d) The contractor should maintain all registers and records required for payment of minimum wages, Insurance / PF payment etc., as per statutory requirement and produce them for verification as and when called for by the company/inspecting authority.
- e) All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
- f) In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), 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 labors 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 contractors and at its option also be entitled to terminate the contract.
- g) The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD/NLC LIMITED. 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.
- h) All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected therewith the courts situated at Neyveli shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
- i) In case the tenderer 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.
- j) Quotations, other than those called for, in the enclosed tender forms, are liable for rejection.

- k) The tenderer or their representative shall visit The Regional Office Premises to know the scope of work/ locations/ nature of work etc., before submitting the tender so as to avoid any ambiguity after accepting the Purchase Order / Work Order during execution of the contract. Before visiting, please contact 04142-268517, The Regional Manager to confirm the appointment in advance on phone.

25. Subletting of Contract:

No subletting of the work is allowed.

- 26.** This forms the part of the tender document.

-Sd-
Regional Manager
BEML DO, Neyveli