

Tender Ref: 6300028511

Date : 13.07.2019

Subject : Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 02 years i.e., Year 2019-20 & 2020-2021 at BEML Limited, Bangalore Complex, Bangalore

ANNEXURE

SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT

- 1) Contractor's kind attention is invited to the condition that the work has to be carried out in security area, in which gate entries ('IN'&'OUT') of men and material are monitored. The contractor has to inspect the premises where the works are to be carried out and acquaint themselves with the area/site conditions, before submitting the tender for the work.
- 2) The Contractor shall permit free access and generally afford all facilities and usual convenience to other agencies and or department workmen to carryout work, if any under separate arrangement.
- 3) The rate offered by the contractor is deemed to include all such costs as consequence for having to work in the circumstance described above and no extra claim shall in any event be entertained on this account.
- 4) The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall indicate the number of man power deployed at different locations and maintain a register of persons working per day. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate Labour /persons engaged by the contractor should fulfill the Railway requirement/norms.
- 5) The Contractor shall carryout all necessary activities required to achieve smooth functioning of the track, as well as points and crossing conforming to the standards and specifications laid down by Railways. The quoted rate is deemed to include for clearing the rank vegetation on either side of track, pruning/cutting of tree branches on either side of track which obstruct movement of coaches, cutting the Tar/Bitumen laid on the track covering the tracks if found etc.
- 6) The contractor should arrange for the visits of specialists/ competent authority from railways for inspection of the track, as per laid down procedure at least once in 3 (Three) months, to check and certify the condition of the track and their inspection report should be submitted periodically. Additionally, before every movement of BEML coaches, the contractor has to coordinate with the concerned Railway Authorities, get the track inspected & rectify the defects if any notified by them and obtain fitness certificate for movement of coaches well in advance of the scheduled movement. The inspection fee, if any, to Railways will not be paid by the company (BEML) & the same shall be borne by the Contractor. The Contractor is however responsible for safe and effective working condition of all tracks throughout the period of contract.
- 7) Bills shall be admitted once in 03 (Three) Months subject to submission of inspection report/certificate from concerned Railway Authorities. The inspection charges of the Railways has to be borne by the Contractor and will not be paid by BEML

- 8) On obtaining the track fitness certificate, the contractor should be invariably present during every movement of coaches by BEML to coordinate with the concerned Railway personnel responsible for movement and the contractor shall ensure smooth movement/dispatch of the coaches through the Railway siding.

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- 9) It is the responsibility of the contractor to provide tools, tackles and implements, as required for operation and maintenance of track and must be available at place of work always and whenever called for by BEML. M/s BEML Ltd. will not supply any tools and implements required for the maintenance work.
- 9) The Contractor should note that, under no circumstances, the track shall be in non-operational condition and if there is any breakdown, the down time should be to the barest minimum. If any major defects noticed in the system, which requires BEML assistance, it should be intimated immediately to ensure timely action.
- 10) If any bad or improper maintenance of track causes derailment/affecting traffic, the contractor is solely responsible/liable for making appropriate compensation in full to BEML and or Railways as applicable. The contractor shall ensure derailment free and trouble free movement at all times.
- 11) All obligations specified/laid down including permission from central/ state/Railway Authorities have to be met by the contractor.
- 12) The contractor should ensure that, no employee shall be engaged below 18 years of age.
- 13) The contractor shall not sub-contract, or sub-let the work.
- 14) The contractor may please note that, company will not provide any transport facilities for their work or for their workmen etc.
- 15) The contractor should note that the contract is for a period of the Two years from the date of commencement indicated in the Purchase order; company reserves the right to extend or short close the contract at their discretion without assigning any reasons whatsoever.
- 16) The contractor may please note that, the contract period of 24 months may be cancelled / terminated if BEML authorities are not satisfied with the performance of the work at any point of time during the contract period and BEML's decision regarding settlement of bills is final and binding on the contract.
- 17) The contractor shall ensure that instructions given by BEML authorities have to be strictly adhered to and followed during operation and maintenance of railway siding.
- 18) The contractor shall abide by all provisions of the contract labour (Regulation & Abolitions) Act 1970 and Karnataka Rules 1974, framed there under, which the contractors are expected to have gone through before quoting for the tender. The contractor shall give the details of valid labour license held by them.
- 19) The Contractor has to comply/ discharge all liabilities towards the labourers employed under the provisions of the various enactments such as contract labour (Regulation & Abolitions

act 1970 and contract labour - regulation & abolition) Karnataka Rules 1974 and also the provisions of the other laws including materials. Industrial dispute Act, workmen's compensation Act, employees provident fund Act, Gratuity Act, ESI Act, as may be applicable to the contractor and his employees and shall keep BEML fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising against BEML at the instance of the labourers employed by the contractor or of authorities under the respective Act and against breach of the sole provisions of the above said acts. It shall be the sole responsibility of the contractor to settle disputes if any, arising out of the engagement between themselves and the labourers/ other categories of workers engaged by them and the Management of BEML shall not in any way be responsible in the event of the labourers/ other categories of workers approach the competent authority under the Act.

- 20) The contractor shall be responsible for any loss or damage caused to BEML property due to the negligence of the labourers/ other categories of workers engaged by them. The cost of such damages as decided by the BEML Management shall be paid by the contractor or recovered from the amounts payable to the contractor.
- 21) The rate quoted by the contractor shall be firm and deemed to include for employer's/ employee's contribution towards ESI scheme, PF scheme, Annual leave with wages etc. The contractor shall ensure that their workers are having valid ESI & PF numbers. The contribution under ESI & PF schemes should be remitted by the contractor periodically to the appropriate authority within the due dates and the proof of compliance produced to the In-charge/Department Head of Civil construction & maintenance along with the supporting bills. The list of employees who are deputed for the work indicating their ESI numbers should be lodged with the In-charge/Department Head of Civil construction & maintenance.
- 22) The Contractor has to Execute an agreement with the company: The contractor shall within SEVEN days of the acceptance of their contract, shall enter into and execute a contract agreement on a non- judicial stamp paper of appropriate value. In case of failure to execute the agreement, In-charge/Department Head of Civil construction & maintenance shall have the right to decide on compensation to be made to BEML, Railways as applicable and also with hold payment of contractor's outstanding/ running /final bills.
- 23) In case of any Accident to the contractor's labour, BEML will not be responsible at any time for any injuries caused to the contractor's labour due to accident within the factory premises/ or at the place of work / Railway siding. The contractor shall be responsible for providing proper medical arrangements for the labour employed by them in case of injury or for any claim arising out of the employment injuries or otherwise in the course of employment under any statute. The contractor is wholly responsible for any accident and or compensation payable to the labourers engaged by him working under their control. He shall keep BEML fully indemnified against any claim in this regard.
- 24) All disputes and differences arising out of or in any concerning this contract shall be referred for decision to the Complex Head/ Executive Director of BEML Limited, Bangalore complex, Bangalore whose decision shall be final and binding on both the parties
- 25) Security Deposit. The successful tender shall furnish security deposit in the form of DD or Bank Guarantee as specified in the acceptance letter/ work order of the contract. The security deposit amount shall be for a value of 10% of contract sum. Such security deposit shall not be entitled for any interest payment on refund. The contractor may choose any one of the following options to pay security deposit and should remit the same to the concerned

within fifteen days of acceptance of the contract. Contractor should deposit the different amount between Earnest money and full security deposit.

- a) PEMD held with BEML cannot be considered for such adjustment in the security deposit payable by the contractor.
 - b) Contractor should submit the Bank Guarantee from the Nationalized Bank only for the equivalent amount of security deposit for the valid period required by BEML.
 - c) The contractor shall also be permitted to pay the security deposit by way of demand draft/pay order in favour of BEML Ltd., Bangalore.
 - d) On request of the contract, the security deposit will also be deducted from the Running Bills.
- 26) The successful contractor shall obtain labour license from the Commissioner/Assistant labour commissioner in Karnataka, Division, Bangalore.
- 27) The management reserves the right to accept the lowest or any other tender at their discretion without assigning any reason whatsoever.
- 28) The required material / spares viz., sleepers, fish plates, fasteners, fittings & fixtures etc., required will be supplied by the contractor for the work and would be a part of the scope of AMC contract. However, the cost of the material would be reimbursed by BEML based on production of Documentary evidence/invoice/bill and after obtaining Management's approval for reimbursement.
- 29) In case of failure on the part of the contractor to execute the work as per contract, the company with the provisions of the various acts, as applicable, the management shall have the right to withhold payment due to the contractor till such time the contractor produces all records to the satisfaction of the BEML management and decision of BEML will be binding on the contractor.

Signature of contractor with seal