



Tender Document (Notice Inviting Tender)

Tender for engaging High Skilled and Skilled contract personnel for deployment for 28xBD355 Cost Cap Eqpts at District Office, Ramagundam.

INDEX

Slno	Description	Page No.
I	Tender Notice	2
II	Scope of Work	3
III	Pre Qualification Criteria	5
IV	Part – B Technical Bid (Annexure – B)	7
V	Special Terms and Conditions (Annexure – C)	8
VI	General Terms and Conditions (Annexure – D)	12
VII	Price Bid – Part C	19
VIII	Total No of Pages	20

BEML LIMITED

A Govt. of India Mini Ratna Company under Ministry of Defence)
 H.NO. 3-6-114, HIMAYATNAGAR, ST NO. 18, HYDERABAD – 500 029
 Ph : 040-23223793, Fax 040-23221794

Email: mkh_hr@beml.co.in, mhs@rm.beml.co.in , Website: www.bemlindia.com

Tender Bid Invitation No : **6300028636**

Date: 20.07.2019

TENDER NOTICE

SUB : E-tender for engaging High Skilled and Skilled contract personnel for deployment for 28xBD355 Cost Cap Eqpts at District Office, Ramagundam.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. **BEML LIMITED, Regional Office, H.No. 3-6-114, Himayatnagar , Hyderabad – 500 029** intends to tender for **Labour Contract for supply of High Skilled (Diploma in Electrical) and Skilled technical manpower (ITI in Electrical and/or Diesel Mechanic/Fitter/Automobile/Mechanical) for BEML, District office, Ramagundam.**

In this connection, BEML Limited Regional Office Hyderabad, invites sealed offers in Two bid system to provide the following technical manpower (Maximum requirement at present) for a **period of one year initially and extendable for further Six months based on the requirement** with the same price, terms and conditions.

Sl. No	Personnel Description	Nos. of personnel required per day
1	HIGHLY SKILLED LABOUR (DIPLOMA IN ELECTRICAL)	02
2	SKILLED LABOUR (ITI IN ELECTRICAL)	04
3	SKILLED LABOUR (ITI IN DIESEL MECHANIC/FITTER/AUTOMOBILE/MECHANICAL)	18
	TOTAL	24

1. Scope of work:

a) DETAILS OF THE WORKS TO BE CARRIED OUT BY HIGHLY SKILLED TECHNICIANS (DIPLOMA IN ELECTRICAL – 02 NO.)

1. The Diploma in Electrical personnel has to work for six days in a week on 8 hours duty basis on Heavy Earth Moving Equipment for maintenance / repair / monitoring of availability of equipment etc. situated within the radius of 20 to 80 KMs in the jurisdiction of BEML District Office, Ramagundam/or any other location as per Company requirement
2. Assisting BEML Service Personnel in day today service works.
3. To carry out the official works / assignments allotted by the Beml service Engineer / site-in-charge.

b) DETAILS OF THE WORKS TO BE CARRIED OUT BY SKILLED TECHNICIANS (ITI ELECTRICAL-04 NOS / ITI IN DIESEL MECHANIC/FITTER/AUTOMOBILE/MECHANICAL)– 18 NOS) :

1. The ITI - Electrical / Diesel Mechanic personnel have to work for six days in a week on 8 hours duty basis on Heavy Earth Moving Equipment for maintenance / repair / monitoring of availability of equipment etc. situated within the radius of 20 to 80 KMs in the jurisdiction of our District Office, Ramagundam or any other location as per Company requirement
2. Assisting BEML Service Personnel in day today service works.
3. To carry out the official works / assignments allotted by the Beml service Engineer /site-in-charge.

The number of contract Technicians indicated above may change from time to time. Any additional requirement of the personnel at short notice, need to be provided by the agency at the contract rates finalized.

2. Submission of Bids:

There are three stages for submission of bids - Part A, Part B and Part C. The details are as under:

Part A: Submission of EMD / Tender Fees – To be submitted manually / by Post.

Bidder has to submit Demand Draft for Rs 10,000.00 (Rupees ten thousand only) towards EMD & Demand Draft for Rs 500/- (Rupees five hundred only) towards Tender Fee in favour of "BEML LIMITED" payable at Hyderabad, in a sealed cover/envelope. The envelope shall be super scribed on the top "**PART A – EMD / TENDER FEES**" with Tender reference / Contract No.

EMDs of unsuccessful agencies will be returned without any interest, once the contract is finalized. In case of successful agency, the EMD will be adjusted against security deposit.

Tender fee is non-refundable.

The quotations are liable for rejection if Sufficient EMD amount and Tender Fee not received in Part A envelope.

Part A envelope has to reach the address as mentioned below to our Regional Office on or before the closing date & time of the tender.

**THE REGIONAL MANAGER
BEML LIMITED,
3-6-114, STREET NO : 18,
HIMAYATNAGAR, HYDERABAD – 500 029,
TELANGANA STATE**

Part B: Technical Bid – To be submitted Online in BEML Limited SRM portal website

The Part B will be opened for the successful bidders who have submitted the EMD amount and Tender Fees as mentioned in Part A.

The uploading documents in Part B consist of Annexure A (Mandatory), Annexure B (Information), Annexure C (Special Terms and Conditions) and Annexure D (Terms and Conditions).

(I) Annexure – A (Mandatory)

The bidder shall upload the following documents in PDF format duly signed and stamped.

- a) Valid Certificates of EPF and ESI (attach copies with signature and seal);
- b) IT Returns for the years 2015-16, 2016-17 and 2017-18 (attach copies with signature and seal) ;
- c) Average Turnover of the bidding firm :shall be Rs. 10.00 Lakhs during last 5 years (attach copy of Audited P&L Account with Balance Sheet for the last 5 years with signature and seal);
- d) Bidder shall have minimum two year experience in carrying out the similar type of works (copies of Certification of Incorporation along with Min. Two(02) work order copies for the similar works carried out during last 5 years to be submitted).
- e).Agency should submit satisfactory completion report for the contracts already completed. For running contracts (other than with M/s BEML) Certificate from buyer/Self certification should be submitted. Contracts with M/s BEML internal report will be considered.

PRE QUALIFICATION CRITERIA

1. Bidder shall have minimum two year experience in carrying out the similar type of works (copies of Certification of Incorporation along with Min. Two(02) work order copy for the similar works carried out during last 5 years to be submitted).

(II) Annexure – B (Enclosed)

The bidder shall upload the information as per Annexure B.

(III) Annexure – C (Enclosed)

Special Terms and Conditions The bidder shall sign with stamp on all pages and upload.

(IV) Annexure – D (Enclosed)

3. Terms and Conditions:

The bidder shall sign with stamp on all pages and upload.

The Annexure A, B, C and D documents have to be uploaded online in the SRM Portal before the closing date and time of the tender.

All the documents of Annexure A, B, C and D have to be uploaded in the Collaboration Folder in the BEML SRM system. **Please ensure that no price details are to be mentioned in any of the documents uploaded as part of the PART B. In case price details are found in technical bid, the bid shall be rejected.**

Part C: Price Bid – To be submitted Online in BEML Limited SRM portal website
Bidder shall Quote SERVICE CHARGES only (Agency commission) on per head per day basis in the Item data in the BEML SRM Portal

4. SERVICE CHARGE:

Tenderer shall quote their minimum service charges for supply of each labour per day and the service charges shall remain fixed throughout the contract period irrespective of change in Central Minimum Wages.

The Service Charges quoted for supply of each labour per day includes the following:

- a) Supervisor's charges , Supply of Two sets of good quality uniform per year, One pair of shoes per year with socks, Hand gloves, Helmet suitable to work on earth moving machines and mining areas and Photo Identity Badge.
- b) The contract labour should have a valid VTC and safety training certificate duly issued by SCCL,
- c) Obtaining Employees Workmen compensation policy or CAR POLICY
- d) No, Separate Reliever Charges shall be paid.

NOTE:

- The contract personnel shall be paid minimum wages prescribed by the Central Government from time to time and ANY INCREASE OR DECREASE IN MINIMUM WAGES, EMPLOYER'S CONTRIBUTION TOWARDS PF/BONUS/LEAVE WITH WAGES ETC, SHALL BE MADE GOOD BY BEML Ltd.

- Whenever Management offers any rise in minimum wages as per Government notifications, bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on intimation by the Management and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be paid for such disbursements.
- All the above payments will attract TDS and hence contractor should keep this in mind while quoting service charge per day per Contract Labour.
- The no. of persons indicated above may vary i.e. either increase or decrease during the period of contract.
- THE CONTRACTOR MAY QUOTE "SERVICE CHARGES" AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.
- EVALUATION OF BID ON L1 BASIS ON QUOTED SERVICE CHARGES.

5. Offer Validity:

The price offered shall be valid for a period of 120 days from the date of tender closing.

BEML reserves the right to cancel the tender at any time with or without assigning any reason thereof.

Conditional offers are liable for rejection.

It is suggested to the interested / eligible contractors to visit BEML, District Office, Ramagundam, to understand the scope of work by taking prior appointment by:

District Manager,
BEML LIMITED,
Behind CISF Camp, Jawahar Nagar,
Godavarikhani- 505 209, Dist. Peddapalli,
Telangana State,
Phone No. 08728-248299, 247423

The closing date of the tender is 19.08.2019 at 14:00 hrs

First, the Part A envelopes will be opened at 15:00pm on 19.08.2019. The quotations are liable for rejection if prescribed EMD amount and Tender Fees are not received and subsequently the Part B technical bid will be opened for technical evaluation for the qualified bidders in Part A. Later, the Price Bid (Part-C) of the technically qualified bidders will be opened at a later date with prior intimation to parties.

For any clarification relating to the tender terms, please contact the telephone numbers 040-29881736

Thanking you,

Yours faithfully,
for BEML LIMITED,

**REGIONAL MANAGER
HYDERABAD**

PART – B TECHNICAL BID - ANNEXURE-"B"
(TO be Uploaded in C-Folder in BEML SRM Portal online)

REF:

Date:

**SUB: SERVICE CONTRACT FOR SUPPLY OF HIGH SKILLED AND SKILLED TECHNICIANS
FOR BEML LIMITED, DISTRICT OFFICE, RAMAGUNDAM.**

**(To be filled in and should be signed with seal by the tenderer and upload the PDF
document in the BEML Limited, SRM Portal)**

01.	Name in full with full permanent address With Telephone / Mob No:	
02.	Address for correspondence	
03.	Certificate of Registration of the Firm to engage Contract Labour. (Please indicate reference / No.)	
04	Indicate your EPF / PAN NO / SERVICE TAX / ESI Regn No.	
05.	Name of One or more firms where contract labour engaged.	
06.	How many experienced Highly Skilled/Skilled/Un-Skilled labour you have in your contract at present?	
07.	Do you agree for Tender Terms and Conditions Part A, Part B and Part C.	

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 :

SIGNATURE / SEAL OF THE TENDERER

DATE :

Name of the authorized person :

Designation :

ANNEXURE-“C”

SPECIAL TERMS AND CONDITIONS.
(TO be uploaded in C-Folder in BEML SRM Portal online)

REF:

Date:

SUB : SERVICE CONTRACT FOR SUPPLY OF HIGHLY SKILLED AND SKILLED TECHNICIANS FOR BEML LIMITED, DISTRICT OFFICE, RAMAGUNDAM.

01.The successful agency has to make payment of Minimum Wages (Central) with other statutory payments to the Contract Technicians on or before 7th day of every month. The present central wages (Total = Basic + VDA) are indicated below:

Category of Personnel	Minimum Wages / day / Labour : Total = (Basic + VDA) (As on 01.04.2019)	No.of labours / day
Highly Skilled (Diploma in Electrical)	Rs. 637+73=710	02
Skilled Labour (ITI in Electrical)	Rs. 579+66=645	04
Skilled Labour (ITI in Diesel Mechanic/Fitter/Automobile/Mechanical)	Rs. 579+66=645	18

At the time of placing Purchase Order, applicable Minimum wages will be indicated.

- 02. PAYMENT:** After releasing payment to the contract labourers by the contractor, the contractor will submit his claim to District Manager, DO Ramagundam for settlement of claim.
- 03.** BEML will reimburse the amount to the contractor on production of necessary proof for payment / remittance duly certified by the in-charge
- 04.** TDS will be recovered as per IT act from the running bills.
- 05. Service Charges will not be paid on account of leave days and paid holidays.** Additional incentives/bonus etc. if any and all payments made to the contractor for total bill will attract TDS(Tax Deduction on Sources) under IT Act.

- 06.** The contractor shall also make payment of minimum bonus as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
- 07.** The statutory payment like PF, EDLI/ESI etc., have to be made by the contractor every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns and Challans to be produced to the HR / Finance Department / District Manager, Ramagundam.
- 08.** Working hours shall be as followed by the District Office (subject to change from time to time)

1 st shift	:	07.00 Hrs	to	15.00 Hrs
General Shift	:	09.00 Hrs	to	17.00 Hrs
2 nd Shift	:	15.00 Hrs	to	23.00 Hrs

BEML reserves the right to instruct the contractor to allocate duties either in above shifts or in General shifts with different working hours in respect of Highly Skilled labour / Skilled labour as per company's requirement.

- 09.** ACCIDENTS INJURIES AND DAMAGES: From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person/Fatal, which may arise during the course of work. It shall be the obligation of the contractor to pay compensation as per Employee's Compensation Act (*Workmen Compensation Act*). No responsibility shall rest with BEML in this regard.
- 10.** 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 contractor's cost showing BEML as the 'PRINCIPLE' to simplify the work in the matter of raising claims and settlement thereof.
- 11.** The contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-Charge.

The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act 1970, and Rules 1971 made there under, Mining Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time.

In the event of the contractor fails or neglects to pay amount(s) to the contract labour working under him, the company is entitled to withhold the same from any other amount(s) payable to the contractor and same will be released to the contractor on production of submitting the proof of documents.

Copies of Attendance Register, and all copies of returns /challans under various statutory requirements including PF and Contract Labour (R&A) Act 1970, Minimum Wages Act 1948 etc shall be produced to the District Manager/ HR / District Office, Ramagundam, every month.

The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer in Charge or his representative to user department / In-charge of District Office, Ramagundam.

The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays / Holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.

12. Contractor shall maintain following registers / records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce the same to BEML as and when required for verification.

1. Register of workmen employed by Contractor in Form XIII.
2. Employment Card in Form XIV.
3. Muster Roll in Form XVI.
4. Register of Wages in Form XVII.
5. Wage Slips in Form XIX.
6. Register of Deductions for Damage of Loss IN Form XX.
7. Register of Fines in Form XXI.
8. Register of Advances in Form XXII.
9. Register of Overtime in Form XXIII.

13. If the work is not carried out satisfactorily the contractor 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 contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

14. EXTENSION OF CONTRACT PERIOD:
The Company reserves the right to extend the term of the contract by **6 Months/One Year** due to work exigency with same terms and conditions mutually agreed by BEML and the contractor.

15. SHORT CLOSE OF THE CONTRACT PERIOD:

The contract can be short closed by giving one month's notice due to unsatisfactory performance at the discretion of the Management.

16. The contractor shall be required to supply minimum 1 (one) year experienced Diploma / ITI personnel. Such Diploma / ITI personnel shall be in the trade of Electrical / Diesel Mechanic. BEML shall have right to assess their suitability before their deployment at work site.

17. The contractor shall submit list of Fresh Diploma / ITI certificate holders also to BEML for short listing. However, preference will be given to the experienced Diploma/ITI personnel.

18. All the High skilled and Skilled technicians, shall have photo identity cards issued by the contractors which should be produced while on duty for identification.

19. PENALTY:

A) The successful contractor shall have to provide the required manpower in full as specified in the Work Order. Any shortages beyond 26 man days in a month it will attract a penalty of Rs. 500/- for each additional shortage of man days as a lump sum.

B) Any individual labour absent for more than 14 working days continuously, then penalty will be imposed Rs. 500/- per working day beyond 14 days.

However penalty will be imposed whichever is higher of above Clause A & B. No wages will be paid for absent days.

Details of deployment of manpower shall be enclosed along the bills, duly certified by in-charge of BEML-Ramagundam & Kothagudem.

All the manpower deployed by the contractor shall be covered under ESI, EPF, insurance, bonus, local laws and other statutory labour laws applicable including covered under mines safety act etc., that come to force from time to time. Personal Protective equipment like Helmet, Safety Shoes etc are to be provided as per mining safety rules by the contractor.

20. Bidders should have local office in Telangana with local GST Registration .

21. Any short fall document , M/s BEML reserve the right to ask / or not

SEAL/ SIGNATURE OF THE TENDERER

TERMS AND CONDITIONS

(TO be Uploaded in C-Folder in BEML SRM Portal online)

REF:

Date:

SUB : SERVICE CONTRACT FOR SUPPLY OF HIGH SKILLED AND SKILLED TECHNICIANS FOR BEML LIMITED, DISTRICT OFFICE, RAMAGUNDAM.

1. The Contractor nominates a supervisor who shall be the authorized representative and shall visit worksites at least once in a day. Periodically he will meet District Manager / HR department to give/get feedback/report/review the performance of the work.

SUBLETTING/SUBCONTRACT:

2. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of the contract.
3. The contractor shall be deemed to have studied the scope of work thoroughly before offering of his unit rates (Service charge) for to complete awarded work for supply of contract labours as per the requirements of District Office, Ramagundam. The Contractor shall visit the site before offering his Service charge, if necessary.
4. The contractor shall agree, not to petition for revision of rates tendered by him under any circumstances at any stage of work either during execution or when the final claim is settled.
5. The contractor shall arrange proper supervision and organize from his part or carrying out the work satisfactorily in all respects of work as directed by the District Manager.
6. Any damage or loss caused by the Contract Labourers to the Company property/Machineries, equipments, moveable / non moveable assets etc., will be recovered from the amount due to the Contractor.
7. The contractor shall ensure that all the rules of the Company concerning discipline, safety, security and conduct are observed by his staff while working. In case of any non compliance, the contractor shall be responsible for the consequence.
8. Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees/officers movements.
9. Contractor shall supply High Skilled / Skilled Labour on 8 hours a day for 6 days in a week and they shall not be engaged for more than 8 hours duty in a given day. In case of any requirements in Sundays / Holidays, the contractor should supply the required number of Contract Labour and the same shall be compensated in other working days.

10. The Contractor shall issue the following items to all the contract workers engaged on the work within ONE MONTH from the date of acceptance letter for FIRST YEAR ,Viz.,

e) For Highly Skilled Labour / Skilled Labour :

- Supply of Two sets of good quality uniform per year ;
- One pair of shoes per year with socks ;
- Hand gloves ;
- Helmet suitable to work on earth moving machines and mining areas
- Photo Identity Badge.

Non supply of uniform amounts to violation of Contract conditions leading to cancellation / recovery of equivalent amount towards uniform from the dues payable to the contractor as per advice of user department.

11. PERIOD OF CONTRACT:

The period of contract shall be for ONE YEAR from the date of commencement as per the work order, with an option for the company to extend for a further period of SIX month or part thereof on the same terms and conditions with the mutual consent of the contractor. Notwithstanding anything contained herein the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.

12. The contractor will assist RPFC in settlement of the claims of their contract labour engaged by him in case of terminations, discontinuance or death etc.,

13. The extension of PF benefits to the contract labour of the contractor will be available only during the contract period. After the contract period is completed contract laborers may in accordance with the PF rules withdraw the PF amount or get the amount transferred to their PF account with the new Contractor if any.

14. The contract personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years), medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons.

15. The Tenderer 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 quotation 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.

16. SECURITY DEPOSIT:

The Successful Tenderer have to submit a DD towards Security deposit (adjusting the EMD amount) OR to execute a Bank Guarantee for a value equal to **one month's bill amount which should be valid up to 6 months after completion of contract Period.**

The DD shall be made on BEML LIMITED, Hyderabad payable at Hyderabad from any Scheduled Banks. In case of Bank Guarantee, the same shall be submitted from any Indian Public Sector bank.

In case of extending the Contract, the Contractor is required to renew the bank guarantee before one month of its expiry with extended validity period as deemed fit.

I. General Terms & Conditions:

(*'Purchaser'* refers to BEML and *'Supplier'* refers to *'Service Provider/Contractor'* under this General Terms & Conditions)

(i) ARBITRATION :

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Hyderabad and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules. Courts at Hyderabad shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly ESI Act, Gratuity Act, Payment of Bonus Act, Contract Labour (R&A) Act1970, Employee's Compensation Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the

Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

(v) BRIBES AND GIFTS:

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) JURISDICTION

Courts at Hyderabad alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to

use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION:**

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect.

The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) **NON-WAIVER OF DEFAULTS:**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Thanking you,

For BEML Limited

**REGIONAL MANAGER
HYDERABAD**

SIGNATURE /SEAL OF TENDERER

ANNEXURE- E**PRICE BID – PART-C**

REF:

Date:

Service Charges is to be Quoted by the Tenderer / Contractor per day per Personnel [In Rupees) in SRM Portal, Item data conditions tab only.

SI .	Category of labour	No. of labour Required Daily	Service Charges is to be Quoted by the Tenderer / Contractor per day per Personnel [In Rupees)
01	Highly Skilled (Diploma in Electrical)	02 Nos	Basic Price INR : _____ CGST % : _____ SGST % : _____ IGST % : _____
02	Skilled Labour (ITI in Electrical)	04 Nos	Basic Price INR : _____ CGST % : _____ SGST % : _____ IGST % : _____
03	Skilled Labour (ITI in Diesel Mechanic/Fitter / Automobile/Mechanical)	18 Nos	Basic Price INR : _____ CGST % : _____ SGST % : _____ IGST % : _____

(BLANK PRICE BID IS TO BE DULY SIGNED AND UPLOADED ALONG WITH THE TENDER DOCUMENTS)

Any information that the bidder wants to furnish in support of this tender, the same may be uploaded in the C-Folder documents.

/ END OF THE TENDER DOCUMENT **/**