

BEML LIMITED,
(A Govt. of India undertaking)
MYSORE – 570 018

BID : 6300032252

INDEX SHEET

Sub: Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

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BEML LIMITED**(A GOVERNMENT OF INDIA UNDERTAKING)****MYSORE COMPLEX, BELAVADI POST,****MYSORE: 570 018.**

Telephone: 0821-2400225

FAX :0821-2402801

Email: ymnl@beml.co.in**Tender No. 6300032252**

Tenders for the following work are invited by the Dy. Gen. Manager (Materials), BEML, Mysore complex, Belavadi post, Mysore – 570 018 in TWO BID SYSTEMS (Technical Bid & Commercial Bid), thro' e-mode from eligible reputed firms/contractors.

Sl. No.	Item Description	EMD Amount (Rs)	Tender No
1	Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)	<u>Rs. 77,000/-</u>	6300032252

For Bid details (Technical and Commercial) kindly refer Collaboration folder of BID NO. 6300032252

Tender documents are available in our website <http://www.bemlindia.com>

To download the tender documents, visit www.bemlindia.com Purchase —————>

e-Procurement (SRM) —————> Log In

Log In using the tab 'Guest Login' and click 'Process Bid' & click on the Tender No. mentioned in the table above to see the details of the tender and download the tender documents.

- Interested agencies can contact us through e-mail: admin.srm@beml.co.in to obtain the username & password for submitting the bids, if already not having User ID and Password with our system.
- Tender will be in two parts. ie., Technical Bid & Price Bid.
- The last date for submission of bid is before **08.04.2020** TIME 14:00 hrs.

➤ **Instructions for submission of the bids:**

1. Technical Bids & Commercial bid are to be submitted through electronic mode only in the SRM system.
2. Bidder should attach Account Payee Demand Draft, Banker's Cheque from any of the commercial banks or payment online before closing date of the bid by NEFT/ RTGS for **Rs. 77,000/-** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details
ACCOUNT NAME: BEML LIMITED
ACCOUNT NO : 10562407488
ISFC CODE : SBIN0003130
BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH
SWIFT CODE : SBININBB170
Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.
3. In case of Firm claiming Exemption for EMD amount under MSME category, (only Micro & Small Enterprises are eligible for exemption) NSIC / MSME certificate should be submitted in a

sealed cover superscribing the bid reference & closing date, so as to reach BEML, Mysore, before the bid closing date.

1) Submission of Technical Bid:

- a. Please upload all the Documents pertaining to, Technical bid documents in the Collaboration Folder in the system and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.
- b. **Corrigendum** regarding the tender if any will be published in BEML web site only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update.
- c. Documents as indicated in the, Technical Bid and NIT acceptance letter are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the Mandatory Qualification Criteria are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure upload of all the required documents carefully.)
- d. The tender documents will be considered at the sole discretion of M/s BEML LIMITED, whose decision in the matter will be Final & Binding

2) Submission of Commercial Bid:

- a. Please quote the price details in '**Item Data**' in SRM system only provided in item data. Any break up details/additional data, if firm wants to submit, the same may be uploaded in "**my note**".
 - b. Technical Bids of the bidders will be opened first on the specified date and time. For only bidders who have fulfilled pre-qualification criteria. will be opened. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.
 - c. Before submitting the quote, the bidder may visit the work place / site to know the scope of work. Prior appointment may please be obtained from the office of the AGM – Civil Maintenance dept., Contact No. 0821-2400211/2400375
 - d. The offers should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads will not be entertained)
- 3) This Letter + Tender document + Corrigendum if any, will be part of the contract.
- 4) Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid Class-III Digital Signature Certificate with encryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. For any technical issues / assistance in submitting the tender in SRM platform, the firm may contact SRM Team with the following details:

SRM Team (Mr. Krishnamohan, Sr. Manager; & Smt. Anitha, Sr. Manager)
 CIO Office, BEML Soudha, BEML Limited
 23/1, 4th Main, S.R.Nagar,
 Bengaluru – 560027.

Phone no:-080-22963269, 22963141

E-Mail ID : admin.srm@beml.co.in

5) REFUND OF EMDs

01	If the bidder is disqualified at Pre-qualification stage	EMD amount received in the form of DD will be returned back immediately to the bidder by the purchase department, if bidder has not qualified the pre-qualification criteria.
02	If the bidder is disqualified at Technical Evaluation stage	DD of the bidders who are qualified in the Pre-qualification stage and technically disqualified will be returned back, within 30 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation, EMD amount will be refunded to unsuccessful bidder, within 30 days from the date of awarding the contract.	

Note: EMDs of unsuccessful agencies will be returned without any interest.

- 6) The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System, as a token of acceptance of the tender terms & conditions. No corrections/ revisions will be entertained after closing date and time of tender.
- 7) In case any Person/ Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the Tenderers letter head and upload. Firms/contractors who are presently put on hold, suspended, de-listed, banned or blacklisted by BEML will not be eligible to participate.

Commercial Bids will be opened for the bidders who have qualified in the Technical Bid L1 will be arrived on the total value of the items.

Thanking you,
Yours faithfully,

For BEML LIMITED

SD/-
Dy. General Manager (Materials)
Ph: +91 0821 2400225/503 email: ymn1@beml.co.in

TENDER NOTICE for PRE- QUALIFICATION CRITERIA:

Description of Contract	Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)
PERIOD OF CONTRACT	08 MONTHS.
1) EMD	<p>Bidder should attach Account Payee Demand Draft, Banker's Cheque from any of the commercial banks or payment online before closing date of the bid by NEFT/ RTGS for Rs. 77,000/- in favour of M/s. BEML Limited, Mysore Complex along with tender towards Earnest Money Deposit. For online payment (Wire Transfer), Please make use of the following bank Details</p> <p>ACCOUNT NAME : BEML LIMITED ACCOUNT NO : 10562407488 ISFC CODE : SBIN0003130 BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH SWIFT CODE : SBININBB170</p> <p>Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.</p>
2)Pre qualification criteria	<p>a) It is mandatory that the DD (for EMD amount) and should be sent to "The DGM, Purchase Department, Mysore Complex, BEML Limited, Mysore-570 018, Karnataka" so as to reach before tender closing date.</p> <p>b) In case of Firm claiming Exemption for EMD amount under MSME category, (only Micro & Small Enterprises are eligible for exemption) NSIC Certificate / MSME certificate should submit in a sealed cover superscribing the bid reference & closing date, and reach us before the bid closing date.</p> <p>c) Failure to submit the above (OR) NSIC/MSME Certificate will result in rejection of BID and no Correspondence will be entertained.</p>
3)Mode and Nature of Tendering	Two Bid system (Technical & Commercial) through BEML SRM e-procurement system only.
4)Last date & time for submission of Technical & Commercial Bids in BEML SRM e-procurement system	08.04.2020 up to 14.00 hrs
5)Date & time of opening of Technical Bid through e-mode	08.04.2020 up to 14.30 hrs
6)Date & time of opening of Commercial Bid through e-mode	Only Technically qualified bids will be opened.
Manual and FAX/E mail Quotations will be summarily rejected.	

For eligibility criteria and details, please visit website www.bemlindia.com or contact office address, Dy. General Manager (Materials) or AGM Civil Maintenance Dept (phone : 0821-2400211/2400375) BEML Belavadi Post, Mysore – 570 018.

For BEML LIMITED
Sd/-

DEPUTY GENERAL MANAGER

BEML LIMITED

(A Govt. of India undertaking)

Belavadi post, Mysore complex, Mysore – 570018

Telephone: 0821 – 2400211**Fax: 0821-2402434****BID NO. 6300032252**

DATE: 17.03.20

Dear Sir(s).

Sub: Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

01. Beml limited invites quotations through **e-mode**, for the subject work in **TWO BID system**. One set of tender documents in respect of the above subject work is attached herewith. Please note that tenders to be submitted through e Mode before 08.04.2020 AT **1400** hours.

The period of contract for the subject work is **EIGHT MONTHS**.

For details please refer (a) Instruction for Bid submission (b) Tender covering letter.

02. This being an item rate contract the rates quoted shall remain firm and errors, if any, in the extension/total shall be subject to correction. The quantities shown against each item are only approximate and hence any reduction/increase thereof during the currency of the contract shall not vitiate the contract.

03. You are requested attach Account Payee Demand Draft, Banker's Cheque from any of the commercial banks or payment online before closing date of the bid by NEFT/ RTGS for **Rs. 77,000/-** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details

ACCOUNT NAME : BEML LIMITED

ACCOUNT NO : 10562407488

ISFC CODE : SBIN0003130

BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH

SWIFT CODE : SBININBB170

Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.

04. Successful tenderer is required to employ either qualified Engineer or to supervise himself the work and they should be present when the work is going on/under progress.

05. **Please note that Contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code will be summarily rejected.**

06. Successful tenderer is required to submit periodical returns to our HRD department ensuring PF & ESI coverage for their labourers.

07. Tenderers shall attach along with their tender (through e mode) a certified true copy of Power of Attorney in favour of signatory of the tender documents.

08. Tenderers shall ensure that their tender is submitted (through e mode) well in advance.

09. This letter shall form part of the contract and shall be returned duly signed and attached (through e mode) along with the tender documents.

10. The tenders should conform to our specification and conditions in every detail and any tenders not conforming to our specifications and conditions are liable to be summarily rejected.

11. Quotations other than those called for in the enclosed tender forms are liable for rejection.
12. Successful tenderer is required to execute contract agreement on appropriate stamp paper incorporating standard conditions.
13. The accepting officer reserve the right to place order as a whole or part of any item only as deemed fit.
14. In case, the contractor/firm after quoting, withdraw from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD/PEMD/ SD, as the case may be, will be forfeited.
15. In addition to the existing, required certificates as mentioned above, the CONTRACTOR SHOULD HAVE REGISTERED UNDER GST RULES ALSO.
16. Tenderers shall inspect the work spot/site and obtain all information required and satisfy themselves before submission of tender. Ignorance of the site condition shall not be entertained by BEML at later date. The details have to be obtained if required from the AGM, Civil Maintenance & Landscaping, BEML Ltd., Mysore before quoting of the tenders.

Special Note:

1. **Tax such as Income Tax, building cess etc., payable from time to time as applicable for works contract shall be borne by the contractor and shall be recovered from the contractor's bills and the price quoted shall be firm and inclusive of all such taxes throughout currency of the contract/work order. No amount shall be reimbursed on account of taxes or whatsoever may be.**
2. **The Quote shall be exclusive of GST applicable.**

This forms the part of the tender document.

BEML LIMITED
MYSORE - 570018

Phone: 0821-2402422

(Regd. Office No. 23/1, 4th Main, SR Nagar, Bangalore – 560 027)

Sub: Providing distemping & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

DETAILS OF TECHNICAL & COMMERCIAL BID TO BE SUBMITTED

1. Technical bid should consist of following:

- a) Experience certificates, financial turnover, registration no. of PF, ESI, & GST **as detailed in the** eligibility criteria for Technical bid. All the certificates should be self attested. If the works are carried out in the private firms, TDS certificates issued by them are also to be attached through e mode.

Note: The details are to be furnished (through e mode) in the format enclosed in Annexure - I and also upload relevant documents along with Technical bid.

- b) **Please note that contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code nos. will be summarily rejected.**

- c). You are requested attach Account Payee Demand Draft, Banker's Cheque from any of the commercial banks or payment online before closing date of the bid by NEFT/ RTGS for **Rs. 77,000/-** in favour of M/s. BEML Limited, Mysore Complex along with tender towards **Earnest Money Deposit**. For online payment (Wire Transfer), Please make use of the following bank Details

ACCOUNT NAME : BEML LIMITED

ACCOUNT NO : 10562407488

ISFC CODE : SBIN0003130

BANK NAME : STATE BANK OF INDIA, MYSORE, MAIN BRANCH

SWIFT CODE : SBININBB170

Where ever EMD is remitted digitally, firm shall indicate remittance details along with pre-qualification document.

Note: The agency / Contractors exempted from EMD amount shall attach Exemption Certificate from the Competent Authority.

- d) **NIT acceptance certificate** (format enclosed at Annexure II) should be Duly signed by the contractor & uploaded along with the Technical bid

2. Commercial bid should consist of:

Only the Schedule 'A'- bill of quantity duly filled with rates/amount & firm's seal and signature in all pages.

Note: The rebate if any, should be submitted through e mode only

3. The contractors or their representatives may visit our divisions at Mysore Complex, Mysore between 8.00 AM to 2.00 Pm on working days for Acquainting themselves with the site conditions, requirements & scope of Work before submission of the Offer.

BEML LIMITED, MYSORE

Sub: Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

ELIGIBILITY CRITERIA FOR TECHNICAL B I D

In the Technical Bid, the firm has to furnish/upload the following details / documents with regard to their experience etc:

CREDENTIALS i.e. , EXPERIENCE / FINANCIAL STATUS ETC.

Intending Tenderer who meets the following eligibility criteria may quote for the tender.

- 1) **Financial Position:** Average annual financial turn over during the last 3 years ending **31.03.2019** should be at least **Rs. 11.56 Lakhs**. The annual turnover certificate duly certified by Chartered Accountant (CA) in this regard shall be submitted.
- 2) **Experience:** Contractor(s) should have experience of having successfully completed the Painting works / construction works/ civil works as described below during last 7 years ending **Feb 2020** in any one of the following: (Copy of the satisfactory performance certificate to be uploaded).
 - i) Three completed works each costing not less than **Rs. 15.42 Lakhs (Or)**
 - ii) Two completed works each costing not less than **Rs. 19.27 Lakhs (Or)**
 - iii) One completed work costing not less than **Rs. 30.83 Lakhs**

Note: a) The experience certificate shall be considered only for the works completed in full & complete.

b) In case of experience certificate obtained from other than Govt. organization/PSU, the same shall be supported with TDS certificate by the contractor.

3) **All necessary statutory requirement** viz., ESI registration no., PF registration No., GST registration No, and undertaking to submit required labour license before commencement of work against form 3 from BEML.

4) **Details of EMD.**

5) **Note: The agency / Contractors exempted from EMD amount shall attach Exemption Certificate from the Competent Authority.**

6) **NIT acceptance certificate** (format enclosed at Annexure II) should be duly signed by the contractor & uploaded along with the Technical bid

All the above information shall also be furnished in Annexure-I along with relevant documents. The commercial bids of the contractors who have submitted the satisfactory documentary evidence for the above requirements will be opened. The commercial bids of other contractors ie. Who does not qualify in the Technical requirements will not be opened. The L1 position will be arrived based on the total value of the work.

Intending tenders should submit their Technical & commercial bid through e mode and send EMD for specified amount (Refundable) through post in the form of DD / Banker's Cheque drawn in favour of BEML Limited, payable at Mysore, so as to reach BEML, Mysore before tender closing date and time.

This forms the part of tender documents.

Annexure – I

Sl. No.	Description (Requirements of Technical bid)	
1	Details of EMD	
2	Financial turnover for the following Financial year.	
	2018-19	
	2017-18	
	2016-17	
	Average annual financial turnover during last 3 years (Minimum required Rs.11.56 Lakhs). Note: Attested copies of annual turnover certificate duly certified by Chartered Accountant (CA) are to be uploaded.	
3	<u>Work experience.</u> Contractor(s) should have experience of having successfully completed the Painting works / construction works / civil works as described below during last 7 years ending Feb-2020 in any one of the following i) Three completed works each costing not less than Rs. 15.42 Lakhs (Or) ii) Two completed works each costing not less than Rs. 19.27 Lakhs (Or) iii) One completed work costing not less than Rs. 30.83 Lakhs Note: Attested copies of completion certificates to be uploaded.	
4	PF Registration No.:	
5	ESI Registration No.:	
6	GST no.:	
7	MSME Certificate (If applicable)	
8.	Labour license No.	Under taking letter to be uploaded to obtain labour licence in case of award of work against Form 3 from BEML.
9	NIT compliance letter (Annexure II)	

Note: All the relevant documents in support of above information shall be uploaded along with the Technical bid.

SIGNATURE OF CONTRACTOR(S) WITH SEAL

Annexure – II**NIT Acceptance letter**

To:

Dy. General Manager- Materials
BEML Limited,
Mysore complex,
Mysore: 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: 6300032252

Sub Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No 6300032252.

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Contractors

Signature

Name

Seal

Note:

1. The above letter along with technical Bid and corresponding supporting documents required as per mandatory qualification criteria to be scanned and uploaded in the technical bid section on SRM platform.

BEML LIMITED**Mysore-570018**

Sub: Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

PARTICULAR SPECIFICATION**1. General**

These Particular specifications given hereunder, rates and specifications thereon shall be deemed to apply to the works unless mentioned otherwise in the tender documents. In case of discrepancy between the documents, viz., Bill of quantities & Particular Specifications, the following order of precedence shall be followed:

- a) Bill of quantities
- b) Particular specification

2. Scope of work

The contract comprises of full, final and entire completion of Subject work all as shown in schedule 'A' and as described in these particular specifications and detailed in the drawings given in the list of drawings enclosed hereto and also subject to the General and special conditions of contract. The work shall be completed in stipulated period. The time of completion is to be reckoned from the date of commencement mentioned in the work order.

3.1 Samples of Materials

The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications as published up to the date of issue of this tender.

3.2 The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

4. CEMENT

Cement used in the work shall be ordinary PORTLAND/POZZOLANA cement and shall be stored by the Contractor in a dry place under cover and stack. Stacks shall not be more than 10 bags high.

5. Aggregates:

The granite aggregates shall consist of angular fragments and shall be clean, hard, tough, durable and of uniform quality throughout and machine crushed. They shall be crushed rock and shall be free of soft and disintegrated material, vegetable or other deleterious matter. The aggregates shall be preferably being hydrophobic in nature and low porosity. The aggregates shall satisfy the physical and grading requirements as specified for aggregates.

6. Sand (Fine aggregates)

Fine aggregates (sand) for concrete shall be of approved quality sand. Fine aggregates shall be clean, free from any admixture of clay, loam, silt, organic matter and other impurities.

7. WATER;

Water used in concrete shall be clean, fresh and non-saline.

8. FORM WORK:

All formwork shall be as mentioned in MES schedule 2010 Zone 'A'. Part I, section 7. Where concrete is to be finished smooth, the forms shall be wrought on the inside surface. The cost for the use and waste of formwork shall be deemed to have been included in the unit rates quoted by the Contractor in respect of concrete items shown on Schedule. 'A' and no extra payment shall be made. Contractor may at his discretion use steel or plywood formwork in lieu of timber formwork at no extra cost to the Company.

9. COMPACTING CONCRETE;

The compacting of concrete shall be done all as specified under clause (e) on page 38 of SSR 2010, Part I. The mechanical vibrator shall be used to compact the concrete and where it is not possible to use mechanical vibrator, proper compaction has to be made using rammers, rods etc. as directed by the Engineer-in-charge.

10. BRICK WORK IN CEMENT MORTER:

Bricks shall be clamp burnt bricks of approved quality from the local kilns and shall be used in bonds as specified in MES schedule 2010 Part I, Section-5.

11. Plastering generally: The surface to be plastered shall be prepared by raking out joints and wetting the surface thoroughly. Curing of plastering work shall be properly done by means of stirrup pumps or similar devices. The Contractor shall take every precaution right from the commencement of plaster work to prevent any craziness that may appear on the surface of plaster and shall be responsible to make good any portion of plaster, which in the opinion of the Engineer –in-charge requires removal and redo it.

11.1 The thickness specified in relevant Schedule 'A' item is the thickness above the proudest part of brick/concrete/stone surface and is exclusive of dubbing coat. Any dubbing coat that may necessary to bring the surface to uniform level shall be provided by Contractor and shall be of the same mix specified for the plastering. The rate quoted for Schedule 'A' items shall be deemed to be inclusive for the dubbing coat also

11.2 No rounding off of external and internal angles or corners of plaster shall be done. The junction arises shall be made true and square.

11.3 Plastering on walls, dados and skirting shall be carried out along with the jambs of opening in walls and cills of windows.

11.4 Plastered surfaces shall be finished fair and even.

11.5 Plain cement plaster or ordinary cement plaster where shown in schedule of finishes shall be of mix/proportion and thickness as specified in Schedule 'A' finished fair and even without using extra cement.

12. Painting generally: The existing surface to be painted shall be prepared thoroughly so as to remove dust, loose particle, oil on wooden / wall surfaces, rust on steel surfaces etc., before application of paint. Necessary scaffolding / staging wherever required to be arranged by the contractor.

12.1 Approved & reputed manufacturer brand like Asian / Berger / Nerolac / Dulux paints only are to be used. The colour & shade shall be as directed & approved by Engineer-in-charge.

12.2 Paints for priming coat, under coat and finishing coat shall be of the same manufacturer and applied as per manufacturer's instruction.

12.3 Exterior emulsion paint

Providing & applying **Two Coats of Exterior Emulsion Paint** over a coat of primer of approved colour and shade for **external surfaces** after cleaning the surfaces by complete removing the existing treatment including crack filling with suitable materials, etc., Approved & reputed brand like Asian-Apex / Berger / Nerolac / Dulux premium quality exterior emulsion paints only are to be used and applied as per manufacturer's instruction.

12.4 Painting to wooden surfaces with synthetic Enamel paint

Painting to wooden surfaces is to be carried out after thorough cleaning surfaces so as to remove oil stains, loose particles, scratch marks & to have a finishing with glossy appearance.

12.5 Painting to steel surfaces with synthetic Enamel paint

Painting to steel surfaces is to be carried out after thorough cleaning surfaces with sand paper to remove scales and rust so as to have a finishing with glossy appearance.

13. POWER SUPPLY TO CONTRACTOR: Electrical energy required will be provided at free of cost available in the site premises. The Contractor will have to make their own arrangements for tapping the electrical energy there from. The electrical connections so taken shall conform to the Indian Electricity Act/Rules and Factory Act.

13.1 Further the electrical energy supplied shall be made use only for bonafide works. In the event of any wastage / misuse is noticed, the electrical energy will be disconnected and shall not be resumed. The decision of EIC in this regard is final & binding.

13.2 Company will not guarantee continuity of supply and no compensation shall be allowed if the supply becomes intermittent or for breakdown or any reason whatsoever.

BEML LIMITED
MYSORE – 570018

GENERAL CONDITIONS

(UNDER WHICH THE WORKS HEREINAFTER DESCRIBED ARE TO BE PERFORMED)

1. INTERPRETATION CLAUSE:

IN these General Conditions and the Specifications attached, the work 'COMPANY' shall be held to mean 'BEML LIMITED, the work 'CONTRACTOR' shall be held to mean one or more contractor or contractors jointly or generally engaged in the works to which these General Conditions and the specifications relate, and shall include his/their heirs, executors and administrators. The work 'ENGINEER-IN-CHARGE, shall be held to mean a Member of the staff of the Constructions Department deputed to supervise the work. The expression 'SITE OF WORKS, shall be held to mean the extent of land which the Company places at the disposal of the Contractor from time to time for the purpose of executing the contract works. The word 'DRAWINGS' shall be held to mean THE PLANS, SECTIONS, ELEVATIONS AND DETAILS OF WORKS' annexed to the contract and such further drawings, as the Engineer may issue from time to time during the progress of the works and shall be held to include tracings and photographic prints. The word SPECIFICATIONS shall be held to include the tender General Conditions, Specifications, Schedule of Prices and Bill of Quantities.

2. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

On the acceptance of this tender, the contractor shall forthwith satisfy himself as to the correctness and sufficiency of his tender for the works as well as all prices stated in the Bill of Quantities and the schedule of Prices and within SEVEN DAYS of the acceptance of his tender, he shall sign the contract which shall be constructed and taken as an acknowledgement on his part of his complete satisfaction and acquiescence in the sufficiency of the prices. The amount of the tender shall be the sum at which the contractor engages to execute whole of the works set-forth in the Bill of Quantities, the contractor shall submit to the company, with his tender both Schedule of Prices and Bill of Quantities upon which the tender has been based fully and completely priced. Items left unpriced in the bill of Quantities shall be held to be included in the prices for other items of the work.

3. CONTRACTOR TO EXECUTE CONTRACT WITH THE COMPANY:

The contractor shall within SEVEN DAYS of the acceptance of his tender enter into and execute a formal indenture of contract to be prepared by the Company's Solicitor. The contractor shall not be entitled to make any charges for perusal of the contract.

4. CONTRACT NOT TO BE ASSIGNED OR UNDERLET AND CONSEQUENCE OF GRATUITIES BEING GIVEN:

THE contractor shall not assign or make over the contract to any other person, or underlet it, or make a sub-contract with any workmen for the labour thereof. Who shall be paid by him in wages by the day. And in case the Contractor assigns or makes over the contract, or underlet or make sub-contract, contrary to this clause, or either himself or his agent give any gratuity to any employee of the Company, the company shall be at liberty to terminate the contract.

5. TENDER OR AGREED RATE:

THE contractor shall agree not to petition for revision of rates tendered for by him under any circumstances at any stage of the work, either during execution or when the final claims are settled.

6. IN the event of anything evidently necessary to the due and complete performance of the works being omitted to be shown on the drawings or described in the specification or being omitted from the Bill of Quantities through oversight or error, the contractor shall, notwithstanding, execute (in the most perfect manner) all such works the same as if they had been severally shown, described and included without being entitled to make any extra claim or charge.
7. THE contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of the sub-soil, the three dimensions. Levels, and character nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works the subject of the contract, and he shall also inspect the site of the works and surroundings, the means of access there to and egress there from and shall generally obtain his own information on all matters and things which can in any manner influence his tender, No claims for extra works otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on these points, or of any other in-accuracies in reference thereto, which may appear on the drawings, or in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error incorrect information or in-accuracies.

8. ENGINEER'S ORDERS TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

THE Contractor having signed the contract, the Engineer-In -Charge will forthwith give him notice to commence the works and the contractor shall upon receipt of such notice, commence the works and carry them on at such point and points and in such portions as the Engineers may direct.

THE Company shall, with the Engineer's written order to commence the works, give to the contractor, the use of so much of the site of works, as may in the opinion of the Engineer-In -Charge be required in order to enable the contractor to commence and continue the construction of the works, and shall from time to time as works proceed give the contractor the use of such further portions of such site as the Engineer may from time to time consider proper in that behalf, but the non delivery in manner aforesaid of the use of such site or any portion thereof shall not vitiate or affect the contract, nor any provision contained in the specification nor entitle the contractor to any increase allowance in respect of money.

9. SETTING OUT WORKS AND NOTICES:

THE Contractor shall set out the whole of the works and be responsible for the correctness of the position, levels and dimensions of the several works, according to the drawings and written instructions of the Engineer. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the contractors on being required to do so by the Engineer, shall at his own expenses remove and amend the works to the satisfaction of the Engineer, notwithstanding that he may have been assisted by Engineer or Engineer-In-Charge in setting out the same. The contractor shall observe, perform and comply with the requirements of all statutes and byelaws and shall also serve notice on the authorities having control of the road surfaces before the same are broken up and he shall likewise serve notices on the owners of the sewers, drains, water, gas or other mains, electric cables and other things which may be in any way affected by the execution of the contract work.

10. TIME OF WORKING (APPLIES ONLY FOR FACTORY AREA) :

AS the entry and exit of the workmen into the factory area is controlled by the Security Authorities of the Factory, the contractor should strictly adhere to the timings of entry and exit, laid down by the authorities and the rates quoted are deemed to include for this provision.

11. NIGHT WORKS:

THE works shall be carried on day and night continuously without extra charge. If bad or treacherous ground be met with or if there be any other cause what-so ever, which in the judgement of the Engineer-In-Charge requires, it, but no work shall be carried on in the night without the knowledge and sanction of the Engineer-in-charge.

12. WATCHMEN, LIGHTS, ETC., TO BE PROVIDED BY THE CONTRACTOR:

THE Contractor, shall at his own cost provide night watchmen to all parts of the work where necessary required by the Engineer or Engineer-in-charge. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted between sunset and sunrise, and shall provide and fix proper fencings and boarding and temporary bridges to protect and assist the public traffic. The contractor shall also at his own cost erect temporary fences on the site of works where required by the Engineer/Engineer-in-charge.

13. TEST MATERIALS:

ALL the materials to be used in and on every part of the works shall be subjected from time to time to such tests as the Engineer may direct. Such tests shall be performed at the expenses of the contractor but the samples shall be, in all cases, selected by the Engineer and supplied by the contractor as part of the contract. If, at any times, any materials so tested is not equal to the test for such materials, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefore, but in the absence of any specified test, the decision of the Engineer shall be final as to whether the said material or materials shall be used in the works, or forthwith removed and other materials substituted.

14. MATERIALS, TOOLS ETC., BROUGHT ON TO WORKS TO BECOME PROPERTY OF COMPANY DURING CONTINUANCE OF CONTRACT:

ALL materials, tools, implements and other things, brought by the contractor upon Company's works shall there upon become and shall continue to be the absolute property of the company and be considered in its possession, the contractor have only the right of using the same for the purpose of the contract. After the works have been completed, and all obligations under the contract duly fulfilled, the company shall return to the contractor the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forth-with and cleared away, Nevertheless, the company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things but the whole of this liability shall fall upon the contractor, the same as if they had remained in his possession.

15. POWER TO VARY WORKS:

THE Company shall have full power and authority from time to time, and at all times, to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and direction as may appear necessary or proper for the guidance of the contractor and the good and sufficient execution of the contract, and the contractor shall receive, execute, obey and be bound by the said further drawings, instruction and directions , according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications. The company shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly executed , to be removed, changed or altered, and if needed that other works shall be substituted in lieu thereof and the difference of expense occasioned by any such increase, diminution or alterations so ordered and directed shall be added to or deducted from the amount of the contract agreeable to the prices for similar works set forth in

the Bill of Quantities, or failing which the Schedule of Prices attached hereto, and in the absence of any such similar work being scheduled, the Engineer shall determine the amount to be paid for such additions or deductions. The company will in no case become liable to the payment of any charge in respect of any such conditions, alteration or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer, nor unless such instructions distinctly states that the matter thereof is to be subject of an extra or varied charge, in the form of an order hereinafter set forth nor unless the claim thereof shall be made in writing, signed by the Contractor and in the form of claim herein as set forth and properly filled up nor unless such claim be made within the week in which the work is executed and materials used, and before the same shall have been placed out of view, or beyond check of measurement, nor unless the value of any altered or varied works, or any further works shall wherever practicable have been determined and settled before such altered, varied or further

works shall have been commenced. Such value in case of dispute shall be ascertained by the Engineer, who shall determine in all cases whether such previous determination and settlements were practicable, the contractor shall not be entitled to make any claim in respect of such altered, or varied or further works if it shall, in the opinion of the Engineer, if any special instance become necessary to execute any additional or substituted work, either wholly or in part by the day the claim therefore, shall not be recognized unless the contractor shall have delivered to the Engineer-in-charge within one working day, and so on from day to day a true and exact list of the name, occupations, time and wages of the several workmen engaged during the previous day on any and every such works in respect of when a charge 'BY THE DAY' is intended to be made in the next succeeding weekly claim of contractor, Nevertheless, no charge 'BY THE DAY' shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these general conditions. All such instruction given by the Engineer shall be in the following form or as near there to as may be:

ORDER No.

CONTRACT No.

In pursuance of clause-15 of the General Conditions of contract and subject as there in mentioned, we request you to perform the under mentioned at the under mentioned price, namely:

SUCH WORK INCLUDED BEING IN	ADDITIONAL TO SUBSTITUTION FOR	WORK IN THE
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Tender, and we request you to omit the undermentioned work at the undermentioned prices, viz.

DATE:

SIGNATURE OF THE
MANAGER-PURCHASE

SIGNATURE OF THE
ENGINEER-IN-CHARGE.

And every claim shall be made in the following form:

CLAIM No. _____ CONTRACT No. _____

any or all of such works, materials and workmanship which to him/them or either of them may appear defective, unfit or improper for the several purposes to which they are applied or intended to be applied or as not in accordance with the specification or the said drawings, memoranda, instruction or directions respectively.

18. WORK TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY ANOTHER CONTRACTOR WITHOUT VITIATING THE CONTRACT:

THE Contractor shall commence to carry on the works with due diligence, and as such expedition as the Engineer may reasonably expect, having regard to the specified time of completion of the whole of the works, In case the contractor fails to do so, or neglect to provide proper and sufficient materials, or to employ a sufficient number of workmen to execute the works, then the company shall have full power, without vitiating the contract, to take the works wholly or in part out the hands of the contractor to engage or employ any other person or workmen to procure all requisite materials and implements for the due execution and completion of the said works, and the cost and charges incurred by the company in so doing shall be ascertained by the Chief Engineer and be paid for or allowed to the company by the contractor and it shall be competent for the Company to deduct the amount of such costs and charges along with overheads, out of any sum or sums due or to become due from the company to the contractor under this or any other contract.

19. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED:

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the company or on the places where the operations are being carried out in connection with the works, which in the judgment of the Engineer is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of the contractor forthwith. or within such period or periods as the Engineer may direct, and the contractor shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Engineer. In case the contractor neglects or refuses to remove such materials or comply with such direction it shall be lawful for the Chief Engineer, on behalf of the company and by its agents, servants and workman to remove the materials and amend the workmanship and finish, so objected to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Chief Engineer to deduct the expense thereby incurred, or to which the company may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to contractor, or to recover the same by action at law or otherwise from the contractor as the company may determine.

WHEN it is apparent to the Engineer-in-charge that defects exists in the work, or that damage or accident has occurred to the works, or that the works are not upheld or maintained in good sound and water tight conditions, or repair or in working order, but the cause thereof is not apparent, a general requisition in writing by the Engineer-in-charge to the contractor to amend, make good or maintain the works in sound, perfect and water tight conditions shall be under no obligation to specify the work or repair, but such requisition shall be conclusive evidence against the contractor that he is not performing his obligations under the contract.

20. EMERGENCY POWERS:

IN the event of any accident or failure occurring in or on the works, which, in the opinion of the Engineer-in-charge requires immediate attention either during construction or during the period of maintenance the company may be their own or other workmen make necessary repairs at the expenses of the contractor.

21. OPENING TO BE MADE FOR EXAMINATION OF WORKS:

Should either the Engineer or Engineer-in-charge require it for their more perfect satisfaction, the contractor shall at any period during the continuance of the contract, pull down any part of the work and make such openings, as to such extent through any part of the said work as the Engineer-in-charge may direct and the contractor.

Shall make such works good again to his or their satisfaction, should the work be found faulty in any respect, the whole of the expenses thereby incurred shall be defrayed by the contractor but if otherwise by the Company.

22. PRECAUTIONS AGAINST INJURY TO PROPERTY ADJACENT TO THE WORK IN PROGRESS:

THE contractor shall take special care, by the erection of temporary fences and by every other means which circumstances may render necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works and shall confine the passage of his workmen to existing public roads, foot paths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way-leaves, damages, the trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the company harmless from any and all such claims. If any greater extent of land than the site of work be required by the contractor for his operations, he shall obtain and occupy the same at his own cost and charge.

23. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

THE Contractor shall, at his own expense, shore, sling, protect, support alter, restore make good and maintain as may be necessary, all buildings, water and gas pipes, sewers, drains, electric cables and other things which may be disturbed, exposed or injured during the execution of works or in consequence of the execution of the works and shall also provide any extra timbering which may be temporarily required and all labour in fixing and removing the same and shall, at his own expenses provide for the continuous use of all buildings, pipes, sewers, drains electric cable, water sources and other things, the use of which may be liable to interruption during the progress of the work. The Contractor shall at his own expense restore all such buildings, water and gas pipes, sewers, drains, electric cables and other things to the satisfaction of the owners thereof and he shall likewise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipe, sewers, drains, electric cables and other things met with in the construction of works, and shall indemnify, save, harmless and keep indemnified, the Company and its officers from and against all action, suits, claims, penalties, liabilities, cost, expenses and demands whatsoever, by reasons or on account of damage to such buildings, pipes, sewers, drains, electric cables and other things whether caused by the execution of the contract works or in the insufficiency of the aforesaid permanent support. The Company may deduct the expenses thereby incurred or to which the Company or its Officers may thereby be put or be liable or which may be incidental thereto from, the amount of any sum or sums due or to become due to the contractor or may recover the same by action at law or otherwise from the contractor and the Company may compromise any such action suits or other proceedings, or such terms as it shall see fit and contractor shall thereupon forthwith pay the Company the sum or sums paid by the Company upon the occasion thereof, and shall in every case pay such sum or sums as shall fully indemnify the Company according to the present stipulation.

24. ROYALTIES: The Contractor shall be liable to pay all royalties chargeable on Government or Company materials required for the work.

25. REJECTED MATERIALS: ALL rejected materials will at once be removed from site by the contractor to such distance as may be desired, failing which the company after giving three days notice in writing may do so and recover the cost of removal from the contractor.

26. COMPANY'S PLANT: NO Company's plant, materials or Labour will ordinarily be lent or hired to the contractor, exceptional cases must have the approval of the company in writing.

27. SCOPE OF COMPLETION: COMPLETION includes completion of all work in accordance with the plans and specifications, removal of all yard mess accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building or works.

28. ATTENTION:

i) TIME will be the essence of the contract and the contractor is to complete the whole of the work in the time stated in the tender, subject to the schedule of conditions.

ii) THE contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection of their representative (no separate rate will be allowed).

iii) THE Contractor is to keep all persons under his control and within the boundaries of the site and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited in the sites by himself or suppliers, together with all risks arising from weather, carelessness of operatives, damages or loss by thefts or by any other cause, and is to allow for all necessary watching and protective lighting.

29. LABOUR ACTS:

a) THE Contractors shall employ labour in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-charge. The contractors shall remain liable for the payment of all wages or other remunerations to his labourers or employees under the payment of Wages Act 1936, Employees liability Act 1933, Workmen's Compensation Act 1923, ESI Act 1948, or any other Acts or enactments relating there to and rules framed there under from time to time. In the event, the contractor fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws, the Company is entitled to withhold the same from any other amount payable by it to the contractor and remit the same to the authority concerned and such payment shall be binding on the contractor.

i). IN the event of contract, the contractor shall be responsible for implementing the provision of the contractor Labour Act in to and also responsible for any repercussions arising there from for non-compliance thereof.

ii). THE intending tenderness should quote their organization registration/code numbers for the registration with ESI/PF Authorities. It may be noted that other things being equal, preference will be given in the acceptance of tender to firms having independent registration with ESI/PF Authorities.

iii) BEML shall arrange to recover from the contractors bills requisite amounts of both Employer's and Employee's contribution for both ESI and PF as per the standard norms applicable on labour cost and recover such amounts from the respective bills and keep the same in suspense account. On production of requisite documentary evidence supporting payment of ESI/PF Authorities/supported by the acquaintance rills, the amount earlier recovered from contractors' bills shall be paid duly adjusting the shortfall in remittance, if any.

iv) IN the event of any accident/injury/disablement, the contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify to BEML in case of any claim arising therefore later.

v) CONTRACTOR should employ only ESI Registered workmen on any item of work inside the Factory, if contractors have workman who have not yet been Registered under the ESI they should ensure that the workers have been duly registered before employing them in works.

vi) CONTRACTORS should produce his MUSTER ROLL duly certified by Engineer-in-charge once in a month say before 5th of each month to the Pay roll section, so that the ESI amount can be ascertained and recovered/payment obtained irrespective of the fact whether work order is issued or not.

vii) IF there is any default on the part of the contractor, an estimated amount towards ESI liability including the would-be penalty/damage, will be recovered by the company from the bills of the contractors.

viii) CONTRACTORS should maintain all registers and records required for ESI, PF Payment of wages, etc., under the statues and produce them for verification as and when called for by company inspecting Authorities

b) CONTRACT Labour (Regulation and Abolition) Act 1970 under section 12 and Rule 21 prescribes that every contractor who employs labour for executing contract works should obtain license from Labour Authorities to carry out any works contract, so that the labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML Authority before commencement of the work.

30. Dispute Resolution and jurisdiction:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract.

In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the Final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, First, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

SPECIAL CONDITIONS

1. The tender shall remain open for acceptance for a period of 60 days from the date on which the tenders are due to be submitted.

2. THE contractor shall visit the site to acquaint himself with site conditions and study the drawings and specifications in detail prior to tendering, and no claims will be entertained later on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.

3. THE contractor either shall present himself or arrange for a qualified Engineer with experience in construction works to be at the work spot throughout the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.

4. THE setting of the building shall be done by the contractor himself, all measurement shall comply with the dimensions noted on the drawings. The contractor shall construct centre line pillars and bench marks wherever necessary at his own cost and the settings out shall be got checked, approved and certified by the EIC before execution of the work. (Wherever applicable)

5. WATER:

WHILE Company shall make all endeavors to supply water to the Contractors on a chargeable basis subject to availability only. Further there is no commitment/obligation on part of the company to provide water. The availability of water at site to be verified & confirmed accordingly.

However, the Contractor should examine the possibility of making their own arrangements for the water required for construction activities during exigency.

5.1. WHERE the contractor does not draw water from company's source and makes his own arrangements for water required for the work, as certified by the Engineer-in- charges then no recovery shall be affected from the contractor's bill.

5.2. IN Case company supplies water for construction purpose, water shall be supplied at a single point as near as possible to the work spot, from which the contractor has to draw his own distribution system. The following procedure shall be followed for recovery of the cost of water so consumed by the contractor.

- a) A meter shall be installed by the contractor at his own cost which shall be duly certified for calibration. Based on the meter readings recovery shall be affected at the rates stipulated in the contract.
- b) IN Case contractor is not able to install a meter due to various circumstances or the meter fixed mal-functions, and he continues to draw water supplied by the company, the recovery towards water shall be at the rate of 0.50% of the value of the contract as per the final bill.
- c) The water supplied by the company shall be used only for bonafide work as directed by Engineer-In-charge.

6. POWER SUPPLY TO THE CONTRACTORS:

ELECTRICAL energy will be provided 'FREE OF COST' on 50 cycles at 433 V on 3 Phase 4 wire system and will be made available to the contractors at a fixed point convenient to BEML. The contractor will have to make their own arrangement for tapping the Electrical energy there from. KEB will provide separate meter for that connection. Electrical connection so taken shall conform to the Indian Electricity Act Rules and Factory Act.

FURTHER to electrical energy supplied shall be used only for bonafide works. In the event of any wastage/misuse is noticed, the electric supply will be disconnected and shall not be resumed. The decision of Engineer-in-charge in this regard is final and binding.

Company will not guarantee continuity of supply and no compensation will be allowed if the supply becomes intermittent or for breakdown or any reasons whatsoever.

7. TAXES:

The price quoted shall be inclusive of tax like Income tax etc., the taxes payable by them and price quoted shall be firm and shall be inclusive of such taxes. (GST is exclusive)

WHEREVER Taxes are deductible at source, the company will recover the amount as per the statutory requirement.

8. THE Contractor shall agree to execute the work progressively in co-ordination with the concerned officers or shop supervisors and as directed by Engineer-in-charge.

9. THE specifications contained in the MES Schedule (referred to in the tender) in appropriate sections shall apply to this contract to the extent applicable, cement co-efficient shall also form part of MES Schedule.

10. VALUATION OF DEVIATIONS:

- i) The value of all deviations shall be ascertained by measurements in the following order of precedence.
 - a) THE value of deviations shall be on the basis of the rates or prices for similar work in the "Bill of Quantities" in so far as such rates or prices apply.
 - b) Where the rates or prices in "Bill of quantities" do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
 - c) THE rates for Non-tendered (NT) items shall be arrived at based on SSR rates/MES schedule rates (referred in the tender) after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the Non-tendered (NT) rates shall be to compare the NT item with similar trade item in the "Bill of Quantity" for which the contractor has quoted.
 - d) WHEREVER the rates for NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per actual including transportation, labour cost based on prevailing minimum wages in force based on the recommendations of the E.I.C plus 10% over head and profit.
 - e) The net value of all deviations (additions and deductions) including non-tendered items of the value of work completed, shall not exceed 20% of the contract value. In case the deviations exceed 20% of the approved value, then such deviations shall be treated as amendment to contract.

11) PROVISION OF FITTING/FIXTURES OF DIFFERENT MAKE:

THE Contractor shall provide the same make of fittings/fixtures specified in the tender documents unless he has quoted for another equivalent make. In case due to exigency of the work and difficult market conditions, the Contractor is not able to provide the same make, he shall be allowed to provide equivalent approved make subject to his obtaining the concurrence of the AGM Civil Maintenance in writing and the price adjustment as between the quotation and the purchase price of the item involved. The Contractor shall produce purchase invoice as a proof of expenditure for the items other than those specified in the tender documents allowed for incorporation in the work. The price adjustment will be difference between the two makes on the date of purchase.

12. The Company reserves the right to accept the tender in parts i.e. on the basis of lowest quotation in each part or as a whole, at its own discretion and hence it is important that the tenders take sufficient care and quote reasonable rates in each part, so that if one part only is separated and entrusted to one Contractor he should be able to do it without difficulty. The rates quoted for similar items should be consistent.

THE company also reserves the right to accept the lowest or any other tender at its discretion without assigning any reasons whatsoever.

13. EXTENSION OF TIME:

IF the Contractor shall desire an extension of time for the completion of work on the grounds of being unavoidably hindered in its execution in consequence of altered, additional or substituted works, or force major case such as strikes, lockouts, war, civil commotion or other acts of God or any other grounds he shall apply in writing to the Engineer within SEVEN days of the date of hindrance on account of which he desires such extension as aforesaid and the company shall if it its opinion (which shall be final) reasonable grounds are shown there for authorize such extension of time if any, as may in its opinion be necessary or proper.

14. COMPENSATION FOR DELAY IN COMPLETION OF THE WORK:

TIME is the essence of this contract. If the Contractor fails to complete the work within the stipulated time in the contract, then the Contractor shall be liable to pay compensation for delay in completion of work. The amount payable by the Contractor as stipulated below shall be without prejudice to any other right or remedy available to the company on account of such delay in completion of the work.

Liquidated Damages for delay in completion of works: In case the Contractor fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- a) Where the contractor fails to complete the work within the stipulated time;
- b) Where the extension of time is granted with levy of LD;
- c) Where extension of time is granted without levy of LD but the contractor has failed to complete the work within the extended period.

The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the contractor under this or any other contract/s awarded by the Company.

In case where the contract is subjected to levy of LD, the E-I-C shall be the authorised person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Contractor concerned.

15. FORE-CLOSURE OF CONTRACT:

IF at any time after acceptance of the tender/contract BEML decide to abandon or reduce the scope of work for any reason whatsoever, the Engineer-in-charge shall give notice in writing to that effect to the Contractor. The compensation if any payable for such foreclosure of work will be discussed mutually between BEML and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The Contractors shall have no claim to any payment of compensation or otherwise, whatsoever; on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. BEML shall have the option to take over the contractors' materials or any part thereof either brought to the site or for which the contractor is legally bound to accept the delivery from the suppliers.

16. EARNEST MONEY DEPOSIT:

CONTRACTORS should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by Demand draft or Bankers Cheque drawn in favour of the Company along with tenders issued by the Company should be enclosed to the tender. Tender without Earnest money deposit will be rejected. On finalization of the tender, Earnest money deposit will be refunded to unsuccessful tenderness under proper acknowledgement. Contractors who have deposited Ppermanent Earnest Money deposit (PEMD) are exempted from depositing Earnest Money to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.

17. SECURITY DEPOSIT (SD):

The successful tenderer shall be required to furnish security deposit for the fulfillment of contract and the amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

The contractor shall choose any one of the following options for payment of security deposit in writing as under:

- (i) The contractor shall within 30 days of acceptance of the contract deposit, the deference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
- (ii) Bank guarantee from any commercial bank equivalent to the amount of security deposit, valid for a period required by BEML shall also be accepted.
- (iii) Security Deposit amount shall be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the contractor to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the contractor by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions.

18. REFUND OF SECURITY DEPOSIT:

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e. 50% shall be refunded to the contractor on completion of the contract based on the recommendations of the E-I-C in writing that the work has been physically completed in all respects.

The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the E-I-C Engineer, provided the E-I-C Engineer is satisfied that there are no dues outstanding against the contractor. If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the contractor can give a fresh Bank Guarantee for 50% of the total security value for a period required by BEML and the original Bank Guarantee shall be returned thereafter on written demand from the contractor and shall be released subject to rectifying all defects noticed during the defect liability period indicated by Beml.

Any refund of security deposit shall be made only with the recommendation of Engineer in-charge.

19. SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit/earnest money deposit made by the Contractor.

20. RUNNING ACCOUNT REMITTANCE: (RAR)

During the progress of work the Contractor shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are called RAR bills and RAR payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommended payment of the bill with due adjustment for recoveries and RAR payment (including material advance) effected.

21. COMPLETION CERTIFICATE:

On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill.

22. FINAL BILL:

On completion of the work and the recording of measurements in the MB's a final bill shall be submitted by the Contractor within ONE month from the date of completion of the work, so as to ensure payment being made before the expiry of five months from the date of completion of work. A 'NO DEMAND CERTIFICATE' against the company under the contract except for the defect liability deposit shall be submitted by the Contractor to the Engineer-in-charge along with final bill for arranging payment of the bill.

23. DEFECT LIABILITY PERIOD:

THE defect liability period (maintenance) period for all works will be one year from the date of completion. However, in case no maintenance period/defect liability period or any extended maintenance/defect liability period, will be specifically mentioned in individual tender. The period of defect liable period should be recognized as in the individual tender. If it is not mentioned anywhere the period of defect liable period will be

Usually ONE year. During this period the Contractor shall be responsible to rectify all the defects noticed and attribute to the work done by him in respect of works executed by him. As soon as the defect comes to the notice, the Engineer-in-charge will request the contractor, in writing to rectify the defects. In case the Contractor fails to rectify the defect within a reasonable time, BEML would rectify the defects at his risk and expense and get the work completed. The extra cost incurred by BEML will be recovered from the defaulting Contractor. The company shall forfeit the Security Deposit/Performance Bank Guarantee retained to the extent of expenses incurred to rectify the defects and pay balance amount, if any, to the contractor after defect liability period is completed. In case the defect liability deposit available is insufficient shall be recovered from any of the subsequent bills due for payment to the Contractor against any other contract. However, the defect liable period may vary for particular works. The defect liable period will be stated in the BOQ of particular works itself.

24. CONTRACTORS LIABILITY AND INSURANCE;

FROM commencement to completion of the works, the contractors shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may occur to works or any part thereof. In addition, the Contractor shall indemnify and keep the company indemnified against all loss and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction work. For this purpose, the Contractors shall take an insurance policy "**Contractors all risks Insurance**" 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 possession handed over to BEML. The Contractor has to take policy at his cost showing BEML as the Principal in order to simplify the work in the matter of raising claims and settlement thereof.

For BEML LIMITED

Sd/-

Dy. Gen. Manager - Materials.
BEML Limited,
Belavadi Post,
Mysore: 570 018

BEML LIMITED**MYSORE COMPLEX -570 018****Period of Contract: EIGHT MONTHS**

Sub: Providing distempering & painting works (both interior & exterior) to 'A' Type Blocks A-1 to A-5 & B-Type Blocks B-1 to B-2 (60 + 18 flats) at Township, BEML Ltd, Mysore complex. (phase1)

SCHEDULE A: BILL OF QUANTITIES

Sl. No.	Description	Unit	Quantity
1	<p>Preparing the existing Surfaces by complete cleaning for the old/existing treatment and Providing & applying Two coats of Oil bound distemper (OBD) of reputed make & shade for ceiling surfaces including applying putty /crack fillers etc., wherever necessary including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/ Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p>	Sq.M	5500.00
2	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying Two coats of Oil bound distemper (OBD) of reputed make & shade for Internal Wall surfaces including applying putty /crack fillers etc., wherever necessary including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p>	Sq.M	12800.00
3	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying single coat of wall Primer for Internal Wall surfaces wherever specified & shown including applying putty /crack fillers etc., wherever necessary including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p>	Sq.M	4000.00
4	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying Two coats of Emulsion Paint (exterior application) of reputed make & shade for external Wall surfaces including applying putty /crack fillers etc., wherever necessary including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p>	Sq.M	11400.00

	<p>Note: a) Reputed make like Asian-Apex/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p> <p>c) The external wall surfaces are to be covered for Ground +2 floors as such the quoted rates shall include for working at heights.</p>		
5	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying Two coats of synthetic enamel paint of reputed make & shade for Wall surfaces including applying putty /crack fillers etc., wherever necessary including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p>	Sq.M	1000.00
6	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying Two coats of synthetic enamel paint of reputed make & shade for steel surfaces like windows, ventilators, hand rails etc., including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p> <p>c) The steel surfaces are to be covered for Ground +2 floors as such the quoted rates shall include for working at heights.</p>	Sq.M	2000.00
7	<p>Preparing the existing surfaces by complete cleaning for the old / existing treatment/surfaces and providing & applying Two coats of synthetic enamel paint of reputed make & shade for wooden surfaces like doors, ward robes etc., including arranging for ladders, scaffolding etc., complete all as directed by EIC.</p> <p>Note: a) Reputed make like Asian/Berger/Nerolac/Dulux paints are to be used for the work with the prior permission of E-I-C.</p> <p>b) The quoted rate shall include for arranging ladders, scaffolding etc., and also cleaning of surfaces due to spillage during working.</p> <p>c) The wooden surfaces are to be covered for Ground +2 floors as such the quoted rates shall include for working at heights.</p>	Sq.M	4500.00

8	Providing PCC 1:2:4, using 20mm graded granite aggregates for plinth protection / coping / minor filling work etc, including necessary form work, where ever necessary, finishing the exposed surfaces, curing etc., complete all as specified & directed by EIC.	CM	2.00
9	Providing & Constructing Burnt Brick Masonry in Cement Mortar 1:4 using good quality table molded bricks for walls etc., including necessary scaffolding where ever necessary, curing etc., complete all as specified & directed by EIC.	CM	2.00
10	Removing the existing damaged plaster surfaces and Providing rendering in CM 1:4, 10mm thick over brick or concrete surfaces for walls, chajjas / roofs /ceilings / roof drops etc., finishing even and smooth including necessary scaffolding where ever necessary, curing etc., complete all as specified & directed by EIC.	Sq.M	50.00
Note: 1) All the works are to be carried out in coordination with the residents and as such the works are to be planned in advance & executed accordingly. The quoted rate shall deem to include for the same. 2) The works are to be organized properly by deploying / engaging suitable labour force in batches so as to complete all works within stipulated time. 3) All arrangements required for working at heights shall be made by the contractors and works to be carried out without causing damages to the company property			
GST Extra			

SIGNATURE OF CONTRACTOR(S)