



**BEML LIMITED**  
 (A Govt. of India Mini Ratna Company under Ministry of Defence)  
 KINFRA Park, Menon Para road, Kanjikode East.  
PALAKKAD -678621, Kerala

PHONE : 0491-2565127 /2565120

Fax : 0491-2567488

**SUB: Tender for Design, Supply, Installation & Commissioning of Pre –Treatment Tank for Ejector & Air Cleaner Assy at BEML LTD, Palakkad Complex, Kerala**

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PHONE : 0491-2565127 /2565121

Fax : 0491-2567257

**TENDER NOTICE**

**SUB: Tender for Design, Supply, Installation & Commissioning of Pre –Treatment Tank for Ejector & Air Cleaner Assy at BEML LTD, Palakkad Complex, Kerala as per the BOQ.**

**Annexure – I BOQ**

**Annexure – II Schematic drawing**

Deputy General Manager - Purchase, Palakkad , -678621 ,Invites **Tenders in two-bid system (Technical Bid and Commercial bid in e-mode through BEML SRM platform)** from eligible reputed firms / Contractors / Agencies for the subject work . The period of contract is for duration of Four Months. Other terms and conditions are as per Qualifying criteria and the NIT as below.

**Tender Ref:** PM/E&AC/ /2019-20 dtd:

**Closing Date:**

**EMD Amount: Rs. 1, 80,000/-**

Deputy General Manager - Materials

BEML Limited – Palakkad Complex



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**Letter to Bidder / Tenderer**

To: M/s.

Dear Sir,

Ref: Tender Notice as indicated above.

Further to the above cited tender notice we would like to appraise the bidders with the following details: BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysore, & Palakkad. Tenders in prescribed form is invited for the subject work, interested bidders can download the tender document released along with this notification and quote in two bid system as mentioned below:

BEML LIMITED invites tender in two bid system (Submission of EMD in Online and Technical Bid & Commercial Bid through E- Mode) from eligible reputed firms / contractors for **Design, Supply, Installation & Commissioning of Pre – Treatment Tank for Ejector & Air Cleaner Assy at BEML Limited, Palakkad Complex.**

Please submit your Quotations through e-mode on BEML SRM platform, as per tender for the subject works at Palakkad complex, BEML LIMITED, Palakkad, as stated in the scope of work.

**This Tender consisting of two parts:**

**Part A – Pre-Qualification Bid** i.e. Submission of EMD (In online mode) and Technical Bid i.e. Submission of Technical Bid (Through e-mode on BEML SRM system)

**Part B – Commercial Bid** i.e. Submission of Price Bid (Through e-mode on BEML SRM system)

**Instructions for submission of the bids:**

Both Technical Bid (incl of payment of EMD /EMD Exemption certificates) and Commercial bid are to be submitted through electronic mode only in the SRM system.

**Part A: Pre-Qualification Bid / Technical Bid:** (Online Mode)

- a. Payment of EMD in favor of BEML LTD through online by clicking the link below:

<https://www.onlinesbi.com/sbicollect/>

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Detailed steps of Procedure for making EMD online payment is as follows:

1. After selecting proceed, select "All India" in State of Corporation / Institution tab and select "PSU - Public Sector Undertaking" in Type of Corporation / Institution tab, then submit "Go" tab.
2. Then select "BEML LIMITED PALAKKAD" in PSU - Public Sector Undertaking Name tab and submit. After submitting it will ask the relevant details for making online payment of EMD.

The firms who have remitted EMD digitally shall indicate the remittance details along with the Technical bid.

The payment of EMD should pay online before the tender closing date of this enquiry **(24.07.2020) before 2.00 PM.**

**EXEMPTION OF EMD:** Indian firms registered with National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD/Tender fee. Copy of firms claiming EMD exemption certificate to be submitted in e-mode in SRM platform, otherwise tender submitted by them will not be considered.

**NSIC certificate, MSME certificate (firms claiming EMD exemption) etc to be uploaded in e- mode in 'C' folder in SRM platform before the bid closing date.**

**\*FAILURE TO MAKE PAYMENT OF EMD / EMD EXEMPTION THRO ONLINE MODE BEFORE THE TENDER CLOSING DATE WILL RESULT IN REJECTION OF THE BID\*.**

- b. Please upload all the technical bid documents in the 'C' Folder in the SRM system and ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.
- c. Corrigendum regarding the tender if any will be published in BEML website 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. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- d. Documents as indicated in the **Mandatory qualifications of the contractor for eligibility** are to be uploaded in 'C' Folder on SRM Platform.

**(Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)**

- e. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding



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**Failure to do so will result in rejection of the bid.**

**Technical bid will not be considered for evaluation for those bidders whose EMD /firms claiming EMD exemption certificate is not uploaded in e-mode in 'C' folder within the closing date and time.**

**Part B: Submission of Commercial Bid: (e-mode)**

1. Price bid to be submitted through e-mode '**Price Conditions**' in SRM system only against the respective line items provided therein before tender closing date and time specified.
2. In case Bidder is not quoting for all the activities in price bid, then their offer will be rejected  
**"Do not upload any price details in 'C-Folder Technical Attachments'".**

Quotations sent by Fax / Email / Quotations on letter heads will not be entertained. The offers should be only on SRM platform.

The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding

To download the tender documents please proceed as under:

1. [www.bemlindia.in](http://www.bemlindia.in)
2. click on e-Procurement
3. e-Procurement (SRM)
4. Log In using the tab Guest Login and click 'Process Bid' & click on the Tender No.

Vendors willing to participate in the tender may contact through **email: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)** to obtain the user name & password for submitting the bids.

In case of any queries/clarification/information/details needs to be asked only by email to the following mail id:-

[pm@beml.co.in](mailto:pm@beml.co.in), [pm5@beml.co.in](mailto:pm5@beml.co.in) Phone: 04912565127 / 0491-2568178 - Dy. General Manager – Materials.

EMD of **Rs. 1, 80,000/- (Rs. One Lakh Eighty Thousand only)** to be paid in online **before the tender closing date (24.07.2020) 2.00 PM**. In case of unsuccessful bidders, the EMD will be refunded through RTGs after the decision on the tender is taken. In case of successful tenderers, EMD will be retained and adjusted against security deposit.

Technical Bid will be opened first on the specified date and time. Commercial Bid (Bill of quantities) will be opened only, if the firm qualifies in the Technical



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Bid. Incomplete details of the Technical Bid will be rejected summarily. BEML have its right to reject any bid without assigning any reason what so ever.

**Incomplete / Invalid Tenders and tenderers submitting without payment of EMD / uploading EMD Exemption certificate in 'C' folder will be rejected and no correspondence will be entertained in case of rejection.**

**Note:-**

Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid **Class 3 Organization Digital Signature** issued by Authorized Certifying Authority with **both Signing and Encryption** to submit your bid in our SRM e-Procurement system.

In case of any queries regarding Digital Signature, please contact [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

For BEML LIMITED

-Sd/-

**Dy. General Manager (Materials)**

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**Qualification Criteria**

A. Tender Description	As indicated in TENDER NOTICE above
B. Contract period	Four (05) Months
C. Tender No.	<b>Ref:</b> : PM/E&AC/6300033213/2020-21 Dated 30/06/2020 (Tender No & Bid invitation No to be super scribed on top of the covers for identification while sending EMD / Tender Fee DD) Tender documents to be downloaded from BEML website <a href="http://www.bemlindia.in">www.bemlindia.in</a>
D. Tender closing date / time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in above BEML website.
E. Security Deposit	Refer point : 20 under REVISED SPECIAL CONDITIONS
F. Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour licence / Proof of applying for the same within a period of one month from the date of awarding work order, against form No. V
G. PF / ESI	Firm should have PF/ESI Code Nos OR on award of contract the successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Kerala) they have to agree to obtain separate sub code for the local area.

The scanned copies of following qualifying documents are to be uploaded along with the Technical bid.

Sl no	Description	Requirement		Remarks
		Detail	Value Rs. in Lakhs	
1	Tender Document (To be down loaded from BEML website. <a href="http://www.bemlindia.com">www.bemlindia.com</a> )	Soft copy of the tender document needs to be <u>attached</u> by the bidder along with other Technical documents.		Attaching the soft copy of Tender document in technical bid implies that the bidder agrees for all the Terms and conditions of the subject tender.
2	NIT Acceptance Letter (To be down loaded from BEML website. <a href="http://www.bemlindia.com">www.bemlindia.com</a> )	NIT Acceptance letter to be signed with seal.		The same to be scanned and uploaded along with technical documents on SRM Platform
3	Corrigendum if any (To be down loaded from BEML website. <a href="http://www.bemlindia.com">www.bemlindia.com</a> )	All pages of corrigendum needs to be signed with seal.		The same to be scanned and uploaded along with technical documents on SRM Platform
4	Average Minimum Annual financial Turn over in the last 3 years ending 31 <sup>st</sup>	Certified by practicing CA	27	Scanned copy to be uploaded

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	March 2019			
5	Experience in executing similar type of works, completed during last 7 years ending March 2019, value greater than or equal to the said requirement. <u>Enclose satisfactory work performance certificate issued by the users</u>	3 Similar works each of Minimum value	35	Select any applicable one and upload scanned copy of similar work completion certificates issued by users.
		2 Similar works each of Minimum value	44	
		1 Similar work of Minimum value	70	
6	Earnest Money Deposit (EMD) Returnable	<b>Online Mode</b>	1.80 (Rs.180000)	Firm shall upload the EMD remittance details in 'C' folder in SRM platform
7	PF & ESI Registration Certificate	Enclose copy		Scanned copy to be uploaded
8	PAN No. & Service Tax No	Enclose copy		Scanned copy to be uploaded
9	Latest 3 Financial Years IT returns Filing	Enclose copy		Scanned copy to be uploaded
10	Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Enclose copy		If labour license already available copy to be scanned uploaded.
11	The bidder has to sign the <b>Integrity pact</b> (if the tender value is more than Rs.2 crores)	Format to be downloaded from BEML website	Not applicable for this tender	Web site: <a href="http://www.bemlindia.in">www.bemlindia.in</a>



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- ❖ Bidders are suggested to upload all documents well in advance, not resorting to last date last minute uploading, which may result in improper / missing of documents uploading.
- ❖ Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, please immediately contact 080-22963 269 for help from SRM team.
- ❖ The above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation No. of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.
- ❖ Bidders are advised to upload the documents separately by giving appropriate names i.e.,  
1. For signed and sealed tender document uploading – FILE NAME = Tender Doc\_Signed and Sealed  
2. For Annual Turn over certificates – FILE NAME = Annual Turnover etc.,  
for having better clarity and easy identification, do not club all the documents in a one single file.

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**General Conditions****1. Interpretation clause :**

In these General Conditions and the Specifications attached, the work 'COMPANY' shall be held to mean 'BEML LIMITED', the word '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 word 'ENGINEER' shall be held to mean the 'Chief Engineer's Section, BEML LTD or other Engineer for the time being, duly authorized by the Company to act as Engineer during the continuance of the contract. The word '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 labor 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.

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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 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 Chief Engineer/Engineer 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 Chief Engineer/Engineer 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 ) :

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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 judgment 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 boardings 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

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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 make 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.

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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 ADDITIONAL TO WORK INCLUDED  
BEING IN SUBSTITUTION FOR IN THE

Tender, and we request you to omit the undermentioned work at the undermentioned prices, viz.

DATE:

SIGNATURE OF THE  
MANAGER-PURCHASESIGNATURE OF THE  
ENGINEER-IN-CHARGE.

AND every claim shall be made in the following form:

CLAIM No. \_\_\_\_\_ CONTRACT No. \_\_\_\_\_

Contractors claim under and subject to Clause-18 of the General Conditions of Contract for the week ended Saturday the \_\_\_\_\_ day of \_\_\_\_\_ in respect of other than contract work.

Work Claimed For		Number Of Engineer's Order	Price of Similar Work in Bill of Quantity of Schedule.		Where no Similar Work in Bill of Quantity of Schedule.	Amount claimed Rs.
Quantity in	Description.		Number/ Number of items	Value Of Item.	Schedule Price of Labour.	

DATE:

SIGNATURE OF THE  
CONTRACTOR(S).

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16. The claim shall be delivered to the Engineer-in-charge for his examination before being transmitted by him to the Chief Engineer and shall be subject in all respect to the consideration, ratification and correction of the Chief Engineer who shall be at liberty to decide whether any such claim entitle the Contractor to any, and if so, what extra charges, according to the true meaning and intention of the specifications, and whether any and what allowance shall be made to the company in respect of any work or obligation to be performed under the contract and from the performance of which the contractor may be or become directly or consequently relieved by reason of any such additional or substituted works.
17. Suspension of Work :  
The Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Chief Engineer to do so and shall not resume work thereon until so directed in writing by the Chief Engineer, The Contractor will be allowed by the Chief Engineer an extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The contractors shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.
18. Works to be executed in approved manner :  
The works, the subject of the contract, specified and provided for or that they may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best substantial manner, with materials of the best and most approved quality of their respective kinds agreeably to the particulars contained in or implied by the specification or as referred to and represented by the drawings instructions memoranda thereon or as referred to by any of the said further drawings, instructions and directions and shall be to the full satisfaction of the Engineer. The Engineer and Engineer-in-charge shall have liberty at all reasonable time to inspect and examine the works, materials and workmanship, and may every such time reject 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.
19. Work to be carried on with expedition failing which the company may employ other 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

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Fax : 0491-2567257

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.

## 20. 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 Chief Engineer/Engineers 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 Chief Engineer 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.

## 21. Emergency powers :

In the event of any accident or failure occurring in or on the works, which, in the opinion of the Chief Engineer/Engineer 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.

## 22. 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

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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.

23. 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 any 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.

24. Precautions against accidents or injury :

The subject contract / work involves working at heights. Hence the contractor has to take all safety precautions to avoid any accidents. 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 labor 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 like wise, 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.

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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. Final Measurements Time : The final measurement must invariably be preceded by a thorough re-measurements of the whole of the work, performed which will be made by the company's authorized representative and at which the contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least THREE DAYS before the date fixed for the measurements, appointing the day, hour and place of meeting, should he not attend to this the measurements will proceed without him, and he will be precluded from making any protest.
29. If a dispute arises between the company and contractor as to the quantity or quality of work, performed, involving sum larger than Rs. 500.00, the contractor may appeal in writing to the company for remeasurements and inspection vide Paragraph-28 above, and his report shall be considered as final and binding on the contractor. The Contractor shall have a representative present when the re-measurements or the appraisal is being made.
30. 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.
31. Labour acts :
  - a)The Contractors shall employ labor in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required

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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 calculated on the basis of 25% of the value being taken as the labor 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 bills, 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 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 labor for executing contract works should obtain license from Labour Authorities to carry out any works contract, so that the laborers 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.

32. Fair Wages: THE Contractor shall not pay less than fair wage to laborers, workmen engaged by him on the work. Fair wages means wage for the various categories of labor, workmen, fixed from time to time by the labor authorities of the area. The contractor shall ascertain the minimum fair wages prevailing in the area before submitting his tender. The Contractor should also abide by labor regulations in regard to the payment of wages, wage period, fines and deductions from wages,

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maintenance of wage book, wage slip, publication of scales of wage and other terms of employment, inspection and submission of periodical returns and all other matter relating to labor rule in force.

**33. Arbitration:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator of the person appointed by the company. There will be no objection to any such appointment of the arbitrator so appointed and that he has to deal with the matter to which the contract relates and that in the course of his duties as such he had expressed view on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Company at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that no person other than a person appointed by the Company should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

In all cases where the amount the claim in dispute is Rs.50,000=00 (Rupees fifty thousands only) and above, the arbitrator shall give reasons for the award. SUBJECT as aforesaid the provision of Arbitration Act 1940 or any statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

It is also a term of the contract that if the Contractor do/does not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractors will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

THE decision of the company regarding the quantum of reduction as well as justification there of in respect or rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

-Sd-  
DeputyGeneral Manager  
(Materials)

Signature of the  
Contractor(s) with seal

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**Particular specification & General conditions.****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) Schedule – 'A' Bill of Quantities – Annexure – I
- b) Drawing – Annexure - II
- c) Particular specifications
- d) Special Conditions of Contract

**2. Scope of work**

The contract comprises of full, final and entire completion of the subject work all as shown in Schedule 'A' and as described in this particular specifications and also subject to the General conditions of contract. The work shall be completed in 120 Days. The time of completion is to be reckoned from the date of commencement mentioned in the work order.

**3. 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 upto the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

**4. Proprietary Material**

The contractor shall ensure that proprietary materials like paints, etc., are brought to site in original sealed containers/packing and bear the manufacturer's markings.

**5. Cleaning Down**

The contractor shall clean all the floors, walls, glass panes, fittings and fixtures, etc., touch up all painter's works and carryout all other necessary items of work in connection therewith and leave the whole premises clean and tidy before handing over the buildings.

**6. Excavation and Earth Work**

The earthwork, excavation, filling etc., in ordinary/hard soil shall be carried out to the extent ordered/indicated in the drawings. Excavation in adversity made deeper than what is ordered or indicated in the drawings shall be made good by the contractor with PCC 1:4:8 using not larger than 40mm graded granite aggregate with out extra cost to the company.

**7. MATERIALS****7.1 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.

**7.2 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, vegetation or other

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deleterious matter. The aggregates shall be preferably be hydrophobic in nature and low porosity. The aggregates shall satisfy the physical and grading requirements as specified for aggregates

**7.3 Sand (Fine aggregates)**

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

**7.4 WATER:**

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

8. Rate: Rate quoted for cement concrete works in Sch. 'A' shall include the cost for use and waste of formwork, as necessary.

9. Finish for concrete surfaces: Unless otherwise specified, the rates quoted against various items of Sch. 'A' shall not include for plastering. Exposed surfaces of concrete surfaces shall be finished fair and smooth. On account of any reason whatsoever, if fair and smooth surface cannot be achieved, the Contractor is permitted to plaster these surfaces with CM 1:3, to obtain a fair, uniform and smooth finish. However he shall ensure that the thickness of plaster is kept to a minimum. The Contractor shall not be paid anything extra for the application of this CM 1:3 plaster.

**9.1 Mixing Concrete:**

All concrete shall be mixed in mechanical concrete mixers. The mixing drum shall be washed and cleaned on completion of work every day and on every stoppage of work, if the stoppage exceeds 30 minutes. If the total quantity of concreting proposed to be carried out in any one day does not exceed 0.25 CuM hand mixing may be adopted for such concrete.

9.2 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 Sch.'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

**9.3 Compacting Concrete;**

The compacting of concrete shall be done all as specified under clause (e) on page 38 of SSR1996, Part I. The mechanical vibrator shall be used to compact the PCC 1:2:4 in flooring 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.

**9.4 Concrete cubes and testing:**

Test cubes shall be taken from the important concrete works for testing purpose at the sole discretion of the Engineer-in-charge. Such test shall be performed at the expenses of the Contractor.

**10. Brick work in cement mortar:**

Bricks shall be clamp burnt bricks of approved quality from the local kilns and shall be used in bonds as specified in MES schedule 1996 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

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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 Sand for plastering and pointing work shall be as specified hereinbefore for RCC works.

11.2 The thickness specified in relevant Sch.'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 Sch.'A' items shall be deemed to be inclusive for the dubbing coat also

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

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

11.5 Plastered surfaces shall be finished fair and even.

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

**12. STEEL AND IRON WORK**

Steel and iron work shall be executed all as indicated in the drawings and as per standard practice in the best workmanship like manner and shall conform to IS-1786 and IS-226.

12.1 The rate quoted by the contractor against structural steel items of Schedule 'A' shall be applicable for various steel sections required and used for the work. Bolts and nuts required for the work, shall be procured by the contractor.

12.2 The preamble under structural steel work of SSR Part I and other relevant notes and specification of SSR shall apply to this work. One coat of red oxide shall be coated to the structural steel surfaces before erection and two coats of approved enamel paint shall be done after fabrication and hoisting on all exposed surfaces and before fixing the sheets. No deductions shall however be made for the two coats of painting in respect of structural steel surfaces of columns, trusses, etc., which are embedded in brick or stone or concrete after erection and fixing in position is complete.

12.3 Steel bars incorporated in the reinforcement concrete work shall be all as per details shown on the drawings.

12.4 All items of steel bars required for the work will not be issued by the Company.

12.5 Laps and crossings shall be tied with mild steel wire annealed of size not less than 0.9mm, to be procured by the contractor.

12.6 All structural steel shall be fabricated and fixed at site as and where shown in the drawings.

12.7 Welding should be of arc welding and shall conform to IS-823-1692. Electrodes used for welding should conform to IS-814-1963. Welding design and welded fabrication of standard steel shall conform to IS-816-1956 and IS-800-1962 respectively.

12.8 The contractor shall be responsible for accurate fixing of reinforcement shown in drawings and shall not place any concrete until the reinforcement has been inspected in position, and passed (one day prior to concreting) by the Engineer-in-charge. The contractor shall take necessary precautions to prevent any displacement of reinforcement bars during concreting.

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12.9 The weight of all types of steel/bars shall be calculated from the weight conversion given in the relevant ISI tables and the sections for which conversion is not available in the ISI tables, the actual weight conversion of such sections shall be arrived at for the same.

12.10 Structural steel will be issued by linear measurements conversion to weight shall be all as per SSR/IS. If steel issued on weight basis as above is 'A' MT and incorporated in the works is 'B' MT of quantity of steel weight (A-B)MT will be accounted for by the contractor as usable steel/loss due to burning/ scrap steel as actually results at site due to fabrications. Decision of E-I-C in this regard is final and binding. Burning glasses will be limited to a maximum of 1.5% of quantity of structural steel incorporated in the work.

12.11 Contractor's particular attention is drawn to the fact that in case there is any delay in issuing structural steel sections, etc., under Sch.'B' to the contractors, only extension of time to the extent required will be granted on application from the contractor. Under no circumstances claim of whatever nature shall be entertained by the Company.

**13. Painting**

13.1 Paint shall comply with the relevant IS and shall be of approved manufacture. Paints for priming coat, under coat and finishing coat shall be of the same manufacture. The colour and the manufacture shall be approved by Engineer-in-charge.

**13.2 Painting to steel surfaces with Enamel paint**

Where painting to steel surface with enamel paint is indicated drawings/schedule of finishes, the surface shall be prepared, cleaned with sand paper to remove scales and rust. Apply a coat red oxide primer followed by two coats of approved make, and finish the surface so as to have a highly glossy appearance. Tints/shade of paint shall be superior tint and shall be approved by Engineer-in-charge. The tint for under and finishing coat shall be same.

**14. Soling**

The stone for soling shall be hard granite sound and free from decay. Stones shall be clean and of height equal to the thickness of soling and as described in MES schedule SSR, Zone-A, Part-I, Stones shall not be laid flat on the sub-grade.

15. The soling stones shall be hand packed to the proper width and to the profile as directed and by laying correct to the template placed 5M apart, soling stones shall be laid resting on their broad bases with their height equal to the thickness of soling & the largest dimensions at right angles to the centre line. Stones shall be laid breaking joints in close contact with each other not leaning against each other. Large size stones shall be arranged at the edges and centre. All interstices between stones shall be wedged in by smaller size stones of suitable size, well driven by crowbars, hammers to ensure tight packing. After hand packing and checking of high and low spots by templates is complete the soling shall be consolidated by power roller of 10 tones weight all as specified in Part-I, section-20 of MES schedule A one 'A', covering up the surface during rolling by blinding with stone spalls and gravel, high and low spots being corrected by removing or adding the soling respectively as the case may be. Over the consolidated soling, moorum shall be spread to a thickness of 50mm, to proper levels, watered and rolled all as specified in Bill of Quantities.



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16. Power supply to contractor :

BEML shall provide arrangement for the Electricity required for the work.

DeputyGeneral Manager  
(Materials)

Signature of the  
Contractor(s) with seal

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Revised Special Conditions (1987)

1. **THE** tender shall remain open for acceptance for a period of FIVE (5) MONTHS 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 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 shall arrange for at least one qualified Engineer with experience in similar construction work to be at the work spot through out the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.
  4. **THE** settings of the building shall be done by the contractor himself, All measurements 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 setting out shall be got checked, approved and certified by the Engineer-in-charge before execution of the work.
  5. **Foundations** shall generally conform to the dimension indicated on the drawings, unless the nature of soil after excavation examined by the Engineer-in-charge of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawing shall be got inspected, approved and certificated by the Engineer-in-charge of works before laying concrete.
  6. **PROVISION** shall be made during the progress of work for embedding Electric conduits etc., wherever necessary as directed. Openings shall be left for service lines, machine foundations, as required and as per instructions of the Engineer-in-charge.
  7. **CARE** shall be taken in execution of work not to damage service lines etc., coming in the way of construction. If any damage is caused in the lines, the cost of replacing or repairs shall be borne by the contractor.
  8. **CONTRACTOR(S)** shall provide himself / themselves with requisite number of welding sets, mixers with hoppers, vibrators builders hoist, Tools, meters and testing equipments, transport vehicles, etc., required for the complete satisfactory execution of work.
  9. **POWER SUPPLY AND WATER TO THE CONTRACTORS:**  
BEML shall arrange necessary Electrical energy and water required for the work at site.
  10. **TAXES :**  
Whatever Sales Tax, Purchase Tax, Sales tax on works contract, chargeable in respect of this contract whether by the Central or State Government shall be borne by the contractor(s) and the price quoted shall be inclusive of such taxes, octroi duty, excise duty or any other statutory duties or taxes payable by them and price quoted shall be firm and shall be inclusive of such duties and taxes. Wherever Taxes are deductible at source, the company will recover the amount as per the statutory requirement i.e., Works contract Tax, TDS.
  11. **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.
  12. **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.
- ii) Provision Of Fitting / Fixtures Of Different Make:

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THE Contractor shall provide the same make of fittings/fixtures specified in the tender documents unless he has quoted for other 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 Engineer-In-Charge in writing and the price adjustment between the quotation and the purchase price of the item involved shall be paid not more than the quoted price..

iii) All non-tendered rates shall be approved by the **EIC**

**13.** 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.

**14. 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 majeure case such as strikes, lockouts, war, civil commotion or other acts of nature 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.

**15. 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.

Sl. No.	Completion period originally stipulated	Compensation	Max. Compensation leviable.
01.	Below 6 months	1% per week or part thereof on contract sum	10%
02.	From 6 months to 2 years.	½% per week or part thereof on contract sum	10%
03.	Exceeding 2 years	¼% per week or part thereof on contract sum	10%

THE amount of compensation might be adjusted or set off against any sum payable to the contractor under this or any other contract with BEML

THE EIC of the Company shall be authorized person to certify whether or not the work has been completed within stipulated time and his certification shall be final and binding on both parties for enforcing payment of compensation for delay.

Extension of time, when granted will have the effect of tendering this clause inoperative unto the period of extension of time so granted unless otherwise specifically stated.

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**16. 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 other wise, 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.

If the contractor abandons the work without any prior intimation or do not complete the work in the stipulated or extended time the BG submitted by the contractor shall be encashed or the SD shall be forfeited.

**17. BEML** revised General Conditions 1987 together with BEML specifications will form part of the contract. Should there be any discrepancy between the provision in the Bill of quantities and drawings, the former shall be deemed to take precedence there over.

**18. NO** modification or change of specifications in the bill of quantities shall normally be accepted and such changes are to be rejected. Acceptance of such deviations shall be at the discretion of the EIC.

**19. EARNEST MONEY DEPOSIT:**

CONTRACTORS should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by Bank Demand Draft drawn in favor of the Company along with tenders. On finalization of the tender, Earnest money deposit will be refunded to unsuccessful bidders under proper acknowledgement.

**19.1 EXEMPTION OF EMD/Tender fee:** Indian firms registered with National Small Scale Industries Corporation may be exempted from payment of EMD/Tender fee if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD/Tender fee. Copy of NSIC/SSI certificate to be uploaded along with technical bids, otherwise tender submitted by them will not be considered.

**20. SECURITY DEPOSIT:**

- a) The successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding ST). Such Security Deposit shall not entail any interest payment on refund.
- b) The option for payment of security deposit is as under :

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1. The contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount by way of Demand Draft drawn in the name of BEML Limited payable at Palakkad from any Scheduled Banks.
2. Bank guarantee (from any Indian public sector bank) is also acceptable in Lieu of SD.
3. THE Security Deposit amount may be deducted from the running bills of the contractor.

**Note:**

- The contractor may choose any one of the options, which will be permitted at the discretion of beml.
  - PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
  - In case of BG submitted towards SD it shall remain in force till the completion of work + Three months.
- c) The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

**20.1 REFUND OF SECURITY DEPOSIT:**

- a) If the contractor has submitted SD in the form of DD or Deduction from RAR bills 50% of the SD will be refunded to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects. On expiry of the defect **liability period of one year** or on payment of the assessment of the final bill, whichever is later, the Company on demand from the contractor will refund the balance 50% of the Security Deposit to the contractor, provided the Company is satisfied that there are no dues, outstanding against the contractor.
- b) If the Security Deposit is in the form of Bank Guarantee, the same will be retained till the expiry of defect liability period + 3months from the date of completion of the work.

**21. 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.

**22. DEVIATIONS AND AMENDMENTS:**

Tenderer shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule 'A' and also carry out such deviation as may be ordered.

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The net value of all additions to and deductions from the works included in the contract should not exceed 20% of the amount of the contract accepted and 40% of the individual quantities as agreed at the time of finalizing the contract against each item of the Schedule 'A' Scope of work.

**PRICING OF DEVIATION :**

The following orders of precedence for pricing deviations are binding on the Contractors.

a) Deviations will be priced at Schedule 'A' rates as agreed where the item is already included in Schedule 'A' In respect of items not included in Schedule 'A' but where similar items are found in Schedule 'A' at rates as agreed directly from Schedule 'A' items where such a direct derivation is possible.

**22. A) Running Account Remittance : (RAR)**

During the progress of work for each contract (each work order in case of term contract) 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. Contractor has to submit tax invoice based upon the RAR bill amount.

**23. 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.

**24. FINAL BILL:**

On completion of the work, the complete measurements are recorded in measurement books and accepted by the contractor. There upon 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.

**25. 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

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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 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.

**26. 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.

**27. MATERIALS** obtained from demolition/dismantling work shall remain with the Contractor at his own risk till such time the Contractor removes them to BEML stores or as directed within 10 days from the date of completion. If he fails to remove such dismantled materials to BEML stores or as directed within 10 days from the date of completion, the Engineer-in-charge will be entitled to remove them at the risk and cost of the Contractor.

**28. ARBITRATION OF DISPUTES:** All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Palakkad shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

-Sd-

Deputy General Manager  
(Materials)

Signature of the  
Contractor(s) with seal

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Fax : 0491-2567488

**PROCESS SEQUENCE**

SL NO	PROCESS SEQUENCE	CHEMISTRY	QTY	TEMP
1	Degreasing	a. NaOH - 8 to 12 g/L, b. Tri-Sodium Phosphate - 20 - 50g/L, c. Sodium Silicate—25- 30 g/L d. Additive (To prevent scale formation )	One	40 - 70 *c
2	Rinse	Water	One	RT
3	Hot Rinse	Water	One	40 - 50 *c
4	Etching	a. NaOH - 60 g/L, b. Tri-Sodium c. Additive (To prevent scale formation)	One	40 - 60 *c
5	Rinse	Water	One	RT
6	Hot Rinse	Water	One	40 - 50 *c
7	Desmutting / Pickling	HNO <sub>3</sub> - Concentration 200 to 300gm/L	One	RT
8	Rinse	Water	One	RT
9	Hot Rinse	Water	One	40 - 50 *c
10	Hot air dryer	-----	One	75 - 100*c

**SCHEDULE 'A' BILL OF QUANTITIES****BOQ Attached in Annexure- I****Schematic drawing Attached in Annexure - II**

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**COMMERCIAL BID FORMAT**

Note: The rates are to be entered in the BEML SRM system only in the 'Price Conditions. The format given below is to be referred and the unit rates are to be entered in the system against the respective item in the 'Price conditions' in the system. **The rates are exclusive of applicable Service Tax.**

Sl.no	Part no	Description	Qty ( AU)	Unit rate in Rs	Amount in Rs
1	BEMLPA1387	PRE TREATMENT PLANT FOR E&AC PROJECT	1	<del>                    </del>	<del>                    </del>

Note:

1. Selection of L-1 firm will be based on the value of 'T' (Sum of (Qty X Unit Rate) of the above items from Sl. No 1 to 11 Minus Rebate if any)
2. Payment Terms will be RAR against certification of user department. The bidders are requested to indicate / select the same while quoting the commercial bid.
3. Site clearance if any required is at contractor scope. Before submission of the quotation, contractor shall visit the site if required.
4. Payment will be made for the actual quantity measured based on the recommendation of Engineer in Charge only.
5. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT Formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.
6. The firm may visit the site and ascertain the works to be done and any clarifications required before quoting.
7. All necessary tools / equipment required for erection shall be brought by the contractor.
8. The tenderer shall be ensured statutory requirement of ESI / PF and safety of the workmen. The firm shall take necessary Safety Work Permits from Safety department.