

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

**REF : BID 6300033747**

**Date:08.08.2020**

**INDEX SHEET**

**Sub: Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

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Sd/-  
Deputy General Manager - Materials.

**BEML LIMITED**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**  
**MYSORE COMPLEX, BELAVADI POST,**  
**MYSORE: 570 018.**  
Telephone: 0821-2400503  
FAX :0821-2402801  
Email: [ymn1@beml.co.in](mailto:ymn1@beml.co.in)

**Tender No.** BID: 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	<b>Providing Jelly, repair of Earth pits &amp; Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.</b>	10,000.00	6300033747

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

Tender documents are available in our website <http://www.bemlindia.com>  
To download the tender documents, visit [www.bemlindia.com](http://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](mailto: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 **31.08.2020** 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.
1. Bidder should attach Account Payee Demand Draft / Banker's Cheque from any of the **Scheduled Commercial Banks authorised by RBI excluding Regional Rural Banks** or payment online before closing date of the bid by NEFT/ RTGS for **Rs.10,000.00** 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

**In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.**

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.

2. 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 super scribing the bid reference & closing date, so as to reach BEML, Mysore, before the bid closing date.

**General Instructions with regard to EMD:**

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate with due date and time will not be considered.
  - b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
  - c) EMD lesser than Rs.10000.00 will not be accepted and the quotation is liable to be rejected.
  - d) EMD of technically disqualified bidder's will be returned. EMD of successful bidder will be adjusted towards Security deposit.
  - e) EMD does not carry any interest on return.
  - f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
  - g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
  - h) Tender shall be opened on closing date.
- No responsibility will be taken for postal delays or non-delivery/non-receipt of EMD/ EMD exemption certificate.

**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. EMD/MSME/NSIC Certificate as per Pre-qualification Criteria should be submitted by post - addressed to DGM-Materials, BEML Limited, Belavadi Post, Truck Division, Mysore, 570018 before the closing date super scribing our Tender Number. Technical Bids will be opened for the bidders who have qualified in pre-qualification criteria. Documents as indicated in the Mandatory Qualification Criteria, 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 and technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to ensure uploading of all the required documents carefully.)

- e. 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) Digital Signature:**

Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on BEML e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

## **3) 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)

- 4) This Letter + Tender document + Corrigendum if any, will be part of the contract.

- 5) 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 & decryption 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, AGM; & Smt. Anitha, AGM)  
CIO Office, BEML Soudha, BEML Limited  
23/1, 4<sup>th</sup> Main, S.R.Nagar,  
Bengaluru – 560027.

Phone no:-080-22963269, 22963141

E-Mail ID :[admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

## 6) REFUND OF EMDs

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within <b>14 days</b> 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 <b>14 days</b> from the date of awarding of contract.

**Note: EMDs will be returned without any interest.**

- 7) 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.
- 8) 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](mailto:ymn1@beml.co.in)

**TENDER NOTICE for PRE- QUALIFICATION CRITERIA:**

Description of Contract	<b>Providing Jelly, repair of Earth pits &amp; Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.</b>
PERIOD OF CONTRACT	<b>Three Months</b>
1) EMD	<p>Bidder should attach Account Payee Demand Draft / Banker's Cheque from any of the <b>Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks</b> or payment online before closing date of the bid by NEFT/ RTGS for <b>Rs.10,000.00</b> in favour of M/s. BEML Limited, Mysore Complex along with tender towards <b>Earnest Money Deposit</b>. For online payment (Wire Transfer), Please make use of the following bank Details</p> <p><b>In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.</b></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 /Bankers Cheque (for EMD amount) and should be sent to <b>"The DGM, Purchase Department, Truck division, BEML Limited, Mysore-570 018, Karnataka"</b> 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 &amp; Small Enterprises are eligible for exemption), a copy of NSIC Certificate / MSME certificate along with <b>Integrity Pact duly signed with seal</b>, should be submitted in a sealed cover super scribing the bid reference &amp; closing date, so as to reach us before the bid closing date.</p> <p>c) <b>Failure to submit the above (OR) NSIC/MSME Certificate</b> 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	<b>31.08.2020</b> up to 14.00 hrs
5)Date & time of opening of Technical Bid through e-mode	<b>31.08.2020</b> up to 14.30 hrs
6)Date & time of opening of Commercial Bid through e-mode	Only Technically qualified bids will be opened.
<b>Manual and FAX/E mail Quotations will be summarily rejected.</b>	

For eligibility criteria and details, please visit website [www.bemlindia.com](http://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/-Dy. General Manager (Materials)

**BEML LIMITED**

(A Govt. of India undertaking)

**Belavadi post, Mysore complex, Mysore – 570018**

Telephone: 0821 – 2400211

Fax: 0821-2402434

**BID NO. 6300033747****DATE: 8.8.20****Dear Sir(s).****Sub: Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

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 14.00 hours on **31.08.2020**. The period of contract for the subject work is **Three 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 **Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks** or payment online before closing date of the bid by NEFT/ RTGS for **Rs 10000.00** 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.

**In case the EMD amount exceeds PEMD amount the difference has to be paid as specified above.**

ACCOUNT NAME : BEML LIMITED

ACCOUNT NO : 10562407488

ISFC CODE : SBIN0003130

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

SWIFT CODE : SBININBB170

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

04. Successful tenderer is required to employ supervisor to supervise the work and should 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 and Contractor's all risk Policy to be made.

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.
17. The Successful tenderer shall take an Insurance policy to cover the risk for the period of contract (Contractor's all risks Policy).

**Special Note :**

1. **All taxes and duties such as Income Tax, payable from time to time 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 duties and taxes throughout currency of the contract/workorder. 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.

Thanking you,

Yours faithfully, for BEML, LIMITED.,

SD/-

**DY. GENERAL MANAGER (MATERIALS)**

**SIGNATURE OF CONTRACTOR(S)  
WITH SEAL**



**BEML LIMITED  
MYSORE - 570018**

**Phone: 0821-2402422**(Regd.Office No. 23/1, 4<sup>th</sup> Main, SR Nagar, Bangalore – 560 027)

**Sub: Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

**DETAILS OF TECHNICAL & COMMERCIAL BID**

**1. Technical bid should consist of following:**

- a) Experience certificates, financial turnover, registration no. of PF, ESI, & GST as detailed in the requirements of Technical bid. All the certificates should be attested by Gazetted Officer. 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 to attach Account Payee Demand Draft / Banker's Cheque from any of the Scheduled Commercial Banks authorized by RBI excluding Regional Rural Banks or payment online before closing date of the bid by NEFT/ RTGS for Rs 10000.00 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.

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ACCOUNT NAME : BEML LIMITED

ACCOUNT NO : 10562407488

ISFC CODE : SBIN0003130

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

SWIFT CODE : SBININBB170

**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

- e) **Undertaking regarding Non-Ban / Blacklist / Debar** (format enclosed at Annexure III) 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.**

Sd/-

Dy. Gen. Manager(Materials)

Signature of Contractor(S)

**BEML LIMITED, MYSORE**

**Sub: Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

**ELIGIBILITY CRITERIA OF TECHNICAL BID**

In the Technical Bid, the firm have to furnish 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. 1.55 Lakhs**. Annual Turnover Certificate Duly Certified by the Chartered Accountant for the year 2016-17, 2017-18, & 2018-19 shall be submitted.
- 2) Experience: Contractor(s) should have experience of having successfully completed the Civil works as described below during last 7 years ending **31st July '2020** in any one of the following: (Copy of the satisfactory performance certificate to be enclosed).
  - i) Three completed works each costing not less than **Rs. 2.07 Lakhs ( Or )**
  - ii) Two completed works each costing not less than **Rs. 2.59 Lakhs ( Or )**
  - iii) One completed work costing not less than **Rs. 4.14 Lakhs**
- 3) All necessary statutory requirement viz., ESI registration no., PF registration No., GST registration No, and undertaking to submit required labour licence before commencement of work against form 3 from BEML.
- 4) Details of EMD.  
**Note: The agency/contractor exempted from EMD amount shall attach Exemption Certificate from the Competent Authority**
- 5) **NIT acceptance certificate** (format enclosed at Annexure II) should be duly signed by the contractor & uploaded along with the Technical bid
- 6) An undertaking has to be submitted by the bidders stating that they have Not banned / blacklisted / debarred from Trade by any Central / State Government department / Autonomous Institutions or PSU's in India (format enclosed at Annexure III) 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.

**Sd/-**

**Dy. Gen. Manager(Materials)**

**Signature of Contractor(S)**

**Annexure – I**

<b>Sl. No.</b>	<b>Description (Requirements of Technical bid)</b>	
<b>1</b>	<b>Details of EMD of Rs.</b>	
<b>2</b>	<b>Financial turnover</b>	
	<b>2018-19</b>	
	<b>2017-18</b>	
	<b>2016-17</b>	
	<b>Average annual financial turnover during last 3 years (Minimum required Rs.1.55 Lakhs).</b> <b>Note: Gazetted Officer attested copy of Annual Turnover Certificate Duly Certified by Chartered Accountant to be furnished.</b>	
<b>3</b>	<b><u>Work experience.</u></b>  Contractor(s) should have experience of having successfully completed the Civil works /similar works as described below during last 7 years ending <b>31st July'2020</b> in any one of the following  i) <b>Three completed works</b> each costing not less than <b>Rs. 2.07 Lakhs</b> ( Or ) ii) <b>Two completed works</b> each costing not less than <b>Rs. 2.59 Lakhs</b> ( Or ) iii) <b>One completed work</b> costing not less than <b>Rs. 4.14 Lakhs</b> <b>Note: Gazetted Officer attested copy of Relevant PO/ work order along with completion certificates from the concerned to be furnished.</b>	
<b>4</b>	<b>PF Registration No.:</b>	
<b>5</b>	<b>ESI Registration No.:</b>	
<b>6</b>	<b>GST No.:</b>	
<b>7</b>	<b>Labour license No.</b>	Undertaking to be submitted for obtaining labour licence before commencement of work against form 3 from BEML.
<b>8.</b>	<b>MSME Certificate (If Required)</b>	
<b>9</b>	<b>NIT compliance letter (Annexure II)</b>	
<b>10</b>	<b>Undertaking regarding Non-Ban/Black list / Debar (Annexure III)</b>	

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: 6300033747

**Sub: Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

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 6300033747

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.

**Annexure – III**

TENDER No: 6300033747

Date:

**UNDERTAKING**

This is to certify that \_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

**BEML LIMITED****Mysore-570018**

**Sub:Providing Jelly, repair of Earth pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

**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 upto 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 be 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 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. 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 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 cills 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. PLUMBING GENERALLY:** Work shall be carried out by well experienced plumber and layout of the pipes shall be as directed by the Engineer-in-charge. The tanks which come across the

in doing water proofing treatment works have to be dismantled carefully and refixed in position after giving water proofing treatment. Any damages in dismantling and refixing, the same has to be made good by the Contractors at their own cost.

**13. QUALITY PIPES:** The PVC pipes of withstanding required pressure and conforming to relevant IS mentioned in the Sch. A specifications should be brought. The pipes have to be fixed in the Concrete after aligning properly using bends, tees etc., If any damages occurs during fixing, the same has to be made good by the Contractor at their own cost.

**14. 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.

15.1 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.

15.2 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.

**Sd/-**

DY.GEN. MANAGER(MATERIALS)

SIGNATURE OF THE CONTRACTOR



**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 therequirements 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 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 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	ADDITIONAL TO	WORK
BEING IN	SUBSTITUTION FOR	IN THE

Tender, and we request you to omit the under mentioned work at the under mentioned 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.** \_\_\_\_\_

**Contractors claim under and subject to Clause-18 of the General Conditions of Contract for**

Work Claimed For		Number Of Engi-Neer'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.
Quan-titiy in Mtrs.	Des-crip-tion.		Number/ Number of items	Value of Item.	Schedule Price of Labour.	

**SIGNATURE OF THE CONTRACTOR(S).**

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 relived by reason of any such additional or substituted works.

THE Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Engineer –in- charge to do so and shall not resume work thereon until so directed in writing by the EIC, The Contractor will be allowed by the EIC 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.

### **17. 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.

### **18. 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 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 laborers 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 thereto 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 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 contractor's 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 5<sup>th</sup> 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 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

ix) THE contractor shall disperse the wages to the workmen in the presence of the authorized representative of the company.

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 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.

### **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.

### **31.GENERAL TERMS & CONDITIONS (B) :**

Purchaser/Company refers to "BEML" and Contractor/Supplier refers to "Successful Bidder" in this tender.

#### **(i) FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods,

earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

**(ii) INTELLECTUAL PROPERTY RIGHTS; LICENSES:**

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

**(iii) BRIBES AND GIFTS:**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under Clause -12 hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

**(iv) DRAWINGS AND DOCUMENTS:**

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

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

**(v) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contact & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

**(vi) DURING ARBITRATION**

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

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

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

**(viii) NON-WAIVER OF DEFAULTS**

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

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

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

**SEXUAL HARASSMENT:**

The Agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

Commitment by Purchaser:

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

Commitment by the successful bidder:

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

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

## **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 center 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, the Contractors 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 effected 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 effected 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 affected based on the quantity of water consumed.

### **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.

## ii) 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 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 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.

**11.** 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15 EARNEST MONEY DEPOSIT:**

The Earnest Money Deposit by Demand Draft/Banker's cheque in favour of BEML, Mysore complex, Mysore from any commercial Bank located at Mysore, must accompany the Tender. Cheques will not be accepted. In case of successful tender, the EMD will be retained and adjusted towards Security Deposit. The company shall be entitled to forfeit to itself the whole or any part of the Security Deposit for any breach of Contract by the contractor. The company shall also be entitled to recover any sum due from the contractor to the company under the terms of the contract or on any other account from the Security Deposit and refund the balance, if any, on successful completion of the work, to the Contractor.

#### **16. 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.**

#### **17. 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.

**18. 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

## **22. 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.

## **23. 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.

**BEML LIMITED**  
**MYSORE COMPLEX -570018**

**Period of contract: THREE MONTHS**

**Sub: Providing Jelly, repair of Earth Pits & Barbed wire fencing for Sub-Station area behind Main Receiving Station (MRS) at Engine division, BEML Ltd., Mysore.**

**SCHEDULE A: BILL OF QUANTITIES**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
1	Surface excavation (over areas) in hard/dense soil not exceeding 30 CM deep and averaging 15 CM deep and getting out all as specified and directed by engineer-in-charge.	SM	400.00
2	Earth work excavation in ordinary/hard soil for earth pit / trenches not exceeding 1.50 M wide & not exc. 1.50 M deep & getting out all as specified & directed by engineer-in-charge. complete	CM	6.00
3	Excavation in post holes each not exceeding 0.50 cum getting out & removing the surplus soil to a distance not exceeding 50 M and making good surface etc., complete all as specified & directed by engineer-in -charge.	NO	30.00
4	Removal of excavated earth/debris to a distance not exc. 50 M & depositing as directed etc., complete all as specified & directed by engineer-in-charge.	CM	60.00
5	Providing PCC 1:4:8, using 40 MM downgraded granite aggregates for levelling courses for floorings/foundation bed for post holes/ earth pit etc., complete all as specified & directed by engineer-in-charge.	CM	2.00
6	Providing brickwork in CM 1:6 using first class table moulded bricks for Chambers or any other works etc., including necessary curing etc., complete all as specified & directed by engineer-in-charge.	CM	4.50
7	Providing rendering/screeding in CM 1:4, 10mm thick over brick/concrete surfaces for earth pit chamber (both internal/external) surfaces finishing even and smooth including curing etc., complete all as specified & directed by engineer-in-charge.	SM	50.00

8	Providing PCC 1:1.5:3 (M20), using 20 MM downgraded granite aggregates for fixing of fencing post, plinth course, plinth protection, etc., complete all as specified & directed by engineer-in-charge.	CM	6.00
9	Cutting, Fabricating and fixing in position structural steel like channel/angle/box section, plate or any other section for various works like fencing post, Gate etc., complete., all as specified and directed by engineer-in-charge.  <b>Note: The required steel materials for Fencing post, Gate etc., shall be issued by Beme &amp; the quoted rate shall deem to include only labour for cutting, fabricating &amp; fixing works</b>	KG	900.00
10	Labour for fixing only the available barbed wire by restraining & resecuring including making good& using GI wire for securing/binding etc., all as specified and directed by engineer-in-charge.  <b>Note: The required barbed wire for Fencing post etc., shall be issued by Beme &amp; the quoted rate shall deem to include only for labour for straightening &amp; securing in position.</b>	RM	750.00
11	Preparing the surfaces and applying two coats of Aluminium paint of reputed make over a coat of Primer for steel surfaces including necessary preparation, cleaning etc., complete all as specified & directed by engineer-in-charge.  <b>Note: Reputed brand like ASIAN Paints/BERGER/NEROLAC shall be used for the work.</b>	SM	50.00
12	Providing & applying 2 coats of Aluminium paint of reputed make for barbed wire including necessary preparation, cleaning etc., complete all as specified & directed by engineer-in-charge.  <b>Note: Reputed brand like ASIAN Paints/BERGER/NEROLAC shall be used for the work.</b>	RM	1200.00
13	Supplying & spreading 40 MM and down size graded granite aggregate 150 MM thick (spread thickness) etc., complete all as specified & directed by engineer-in-charge.	CM	62.00

14	Supplying & spreading good quality M- Sand 150 MM thick (compacted thickness) for sub base including necessary consolidation etc., complete all as specified & directed by engineer-in-charge.	CM	60.00
15	Supplying & fixing in position Cast Iron frame with cover of size 400x400mm of approved quality for earth pits all as specified & directed by engineer-in-charge.	NO	10.00
16	Providing Mason (labour) for erection of fencing post ,aligning etc., all as specified & directed by engineer-in-charge.	NO	3.00
17	Providing Helper (labour) for assisting Mason for the above work & also for loading & unloading of fencing post, barbed wire coil etc., complete all as specified & directed by engineer-in-charge.	NO	9.00
18	Supplying & fixing 110 MMdia PVC pipe 6kg/sq.cm pressure rating for Rain water down take pipe with bend/any other specials as per site conditions laid on floor/fixed in walls with clamps etc., complete all as specified & directed by engineer-in-charge.  <b>Note:</b> PVC pipes of reputed make like Supreme/Astral/Ashirvad/Finolexshall be used for the work.	RM	24.00

GST EXTRA AS APPLICABLE.

**SIGNATURE OF CONTRACTOR(S)**