



ANNEXURE – A



TENDER DOCUMENT (OPEN TENDER)

Contract for ;

- a) Providing APP Membrane water Proofing Treatment,**
 - b) Raising Compound Wall,**
 - c) Enclosure for Battery Storage,**
 - d) Rear side Compound wall Plaster &**
 - e) Repair of Drainage system(Chamber)**
- for BEML Regional Office, 33, Cement Road, Shivaji Nagar,
Nagpur(M.H.)**

BEML Limited

(A Govt. of India Undertaking)

Regional Office

33, Cement Road,

Shivaji Nagar,

Nagpur- (MH) 440 010

Ph: 0712-2248435, 2248845

E-mail: mn@beml.co.in

Instruction to Bidders:

- Both Technical Bid (except original DD for EMD) and Price bid are to be submitted through **electronic mode** (SRM Portal) only in the system.
- **EMD Rs.7,340.00** (Rupees Seven Thousand three hundred forty Only) through digital transfer of amount to BEML Limited A/c as under :

BEML BANK ACCOUNT DETAILS :-

Account Number : 11072609085
Branch : SBI, Ramdahpeth
IFSC : SBIN0001633

Offers without EMD or EMD with lesser amount shall not be considered and tenders will be rejected summarily.

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

- Bidders are required to go through instructions carefully and submit the bid as required. Clarifications if any may please be obtained from Purchase Department on any working day.
- Tender is in **two bid open tender (Technical & Price Bid)**

Receipt & opening of Tenders:

Submission of Technical Bid:

- Please upload signed and scanned copy of all the pages of the technical bid document along with requisite Annexures in SRM Portal. **Please ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid (c-FORDER).**

Submission of Price Bid:

- Commercial Bid: **Please enter the total lumpsum price in the Items tab of the bid under the 'Price' column.** Please upload the Excel file containing the Price Breakup for BOQ List of line items (Annexure - B...) under 'Notes and Price Attachments' tab of the bid.

- Technical Bids of the bidders will be opened first on the Technical Bid Opening Date/Time. **Price Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.**
- **Please enter the total lumpsum price in the Items tab of the bid under the 'Price' column.** Please upload the Excel file containing the Price Breakup for BOQ List of line items (Annexure -B ...) under 'Notes and Price Attachments' tab of the bid.

L-1 shall be decided based on total value of the BOQ.

Checklist for NIT for technical evaluation

1. **Self Attested copy of NIT/ATC with seal & signature as token of acceptance of NIT/ATC.**
2. **Scanned copies of digital transfer of amount towards EMD.**
3. **Past Work Experience in the field of Civil & Construction work (Preference will be given to the party having more work contract value in the field of Civil & Construction work, in case of more than one party quoted the same rate.)**
4. **Bank details (Account No., IFSC code, bank name)**
5. **GST registration certificate.**
6. **PAN no.**
7. **ITR Returns for the last 3 years.**
8. **Annual Financial Turnover for the last 3 years duly certified by Chartered Accountant.**
9. **MSME Certificate, if any.**

ANNEXURE – B

SCHEDULE – A (SCOPE OF WORK / BILL OF QUANTITY)

BILL OF QUANTITIES/SCOPE OF WORK FOR			
a) Providing APP Membrane water Proofing Treatment, b) Raising Compound Wall, c) Enclosure for Battery storage, d) Rear side Compound wall Plaster & e) Repair of Drainage system(Chamber)			
SL. NO.	DESCRIPTION	UNIT	QTY
A) PROVIDING APP MEMBRANE WATER PROOFING TREATMENT.			
1	Removing the existing damaged water proofing membrane including the existing chemical coating from roof surface and preparing the surface by scrapping, removing all dirt, laitance, contaminants and highspots including disposal of debris to a far place not objected by any civic authorities etc complete all as specified and directed by Officer-in-charge.	SQM	215.00
2	Providing and Laying in position Screed Concrete of mix 1:2:4 using 12mm down graded granite aggregate of required thickness including mixing with water proofing chemical compound of M/s Fosroc/Sika/Dr.Fixit/Technicol Ultaplast and curing etc complete all as specified and directed by Officer-in-charge.	Cu.M	3.00
3	Providing and laying water proof treatment by using 3mm thick heavy duty Atatic Polypropylene (APP) Membrane of M/s Fosroc/Sika/Dr.Fixit/Technicol Ultaplast by preparing the surface by clearing of all foreign matter by wire brushing etc., all as detailed (a) Widening the existing wall cracks by making 'V' grooves and cleaning the dust, dirt etc., and sealing the same with a crack filling compound (b) Injection Grouting by using plasticized expandable grouting (CEBEX 100 of M/s Fosroc or equivaelt of M/s Sika/Dr.Fixit) added with the neat cement slurry including locating, marking drilling and fixing PVC nozzles using rendrock plug -quick setting cement (c) Applying a coat of Bituminous primer conforming to relevant IS (d) Providing Hot applied bitumen (tack coat) conforming to IS over Primer surface(e) Providing 3mm thick APP membrane sheet (weight of the membrane should not be less than 3.0 Kg/SM)of M/s Fosroc/Sika/Dr.Fixit/Technicol Ultaplast and fixed neatly on the hot applied bitumen surface for proper bonding including torching etc., wherever necessary. Extra care to be taken to at lap joints for proper bonding.(f) Applying 2 coats of heat resistant aluminum paint on the bitumen surface. Note: i) Clear & Finished area only will be taken for the purpose of measurement & lap will be deemed to be included in the quoted rate.ii) Lap should be of 75mm width for horizontal and 100mm width for vertical surface and joints should be sealed with torching. iii) Work has to be carried out by removing vegetation (if any) thoroughly all as per the directions of Officer in charge.	SQM	215.00

B) Raising Compound Wall		UNIT	QTY
1	Providing and Constructing burnt brick masonry wall of required thickness in cement mortar 1:6, using table moulded bricks of first quality, conforming to relevant IS including necessary curing etc., complete all as specified and directed by Officer in charge.	Cum	3.00
2	Rendering in cement mortar 1:6, 20mm thick (avg) on brick/concrete surface, finishing the surface even and smooth using extra cement including addition of waterproofing compound and necessary curing etc., all as specified and directed by Officer in charge.	Sqm	40.00
3	Providing and Laying in position Plain Cement Concrete of mix 1:2:4 using 20mm down graded granite aggregate, required thickness including compacting, curing etc complete all as specified and directed by Officer in charge.	Cum	2.00
4	Providing TMT bars in reinforcement conforming to relevant IS , in various diameters and at all levels, including cut to length and bent to shape required, binding spirally and binding with MS wire (annealed) of size not less than 0.9 mm dia and place in position including all wastages etc., complete all as specified and directed by Officer in charge.	Kgs	50.00
5	Providing and applying 2 coats of cement paint over a coat of primer manufactured by M/s. Snowcem, suryacem etc., complete all as specified and directed	Sqm	40.00
C) ENCLOSURE FOR BATTERY STORAGE :			
1	Supplying, fabricating & erecting MS structural steel work for columns/perlins/grills etc using standard IS sections including cutting, hoisting and fixing in position, welding, bolting, using washers including applying two coats of synthetic enamel paint of approved colour, manufactured by M/s. Asian paints / Berger, conforming to relevant IS over a coat of primer etc complete all as specified and directed by Officer-in-charge. Note: Rate quoted for the item deemed to include for Wastages.	Kgs	150.00
2	Supplying and fixing with new 0.5mm thick Trapezoidal Profile Galvalume sheet in roofing of uniform thickness, first quality, approved brand and shade and colour, confirming to relevant IS, Manufactured by M/s Tata /Jindal including necessary fittings/fixtures (SDFscrews) etc complete all as specified and directed by Officer in charge Note : The rate quoted for the item above deemed to include for providing and removal of scaffolding and wastages b) Only actual measurement at site will be consider for payment.	Sqm	5.00
3	Earth Work Excavation in trenches by mechanical means/ manual means in all kinds (not exceeding 1.5 mtrs in Depth, 1.5mtrs Width as well as 10Sqm on plan) including dressing of sides, ramming of bottoms and Returning, filling in, including spreading, levelling, watering and well ramming in layers not exc 25 cm. etc complete all as specified and directed by Officer in charge.	Cum	2.00
4	Rendering in cement mortar 1:6, 20mm thick (avg) on brick/concrete surface, finishing the surface even and smooth using extra cement including addition of waterproofing compound and necessary curing etc., all as specified and directed by Officer in charge.	Sqm	45.00

5	Providing and Laying in position Plain Cement Concrete of mix 1:2:4 using 20mm down graded granite aggregate, required thickness including compacting, curing etc complete all as specified and directed by Officer in charge	Cum	2.00
6	Providing and applying 2 coats of cement paint over a coat of primer manufactured by M/s. Snowcem, suryacem etc., complete all as specified and directed.	Sqm	45.00
7	Providing and Constructing burnt brick masonry wall of required thickness in cement mortar 1:6, using table moulded bricks of first quality, conforming to relevant IS including necessary curing etc., complete all as specified and directed by Officer in charge.	Cum	3.00

D) REAR COMPOUND WALL INSIDE PLASTER :-

1	Rendering in cement mortar 1:6, 20mm thick (avg) on brick/concrete surface, finishing the surface even and smooth using extra cement including addition of waterproofing compound and necessary curing etc., all as specified and directed by Officer in charge	Sqm	45.00
2	Providing and applying 2 coats of cement paint over a coat of primer manufactured by M/s. Snowcem, suryacem etc., complete all as specified and directed.	Sqm	45.00

E) REPAIR OF DRAINAGE SYSTEM(CHAMBER):-

1	Labour for constructing BBM chambers, providing chamber covers, supplying and laying 6" SWR pipe/ PVC pipe of required dia etc., complete including earthwork re-filling etc., complete.	LS	1
2	Supplying and fixing the 75mm diameter 6 kg/cm ² pressure PVC sanitary pipes (single/double socketed) of first quality, conforming to relevant IS, manufactured by M/s Supreme / Finolex including all bends, collars, tees, reducers, unions, shoe, fixed to floors/walls with U-clamps, solvent etc., complete all as specified and directed by Officer-in-charge Note: The rate quoted for the item deemed to include for i) providing and removal of scaffolding wherever necessary ii) wastages.	Rmt	50

ANNEXURE - 1

PRE- QUALIFICATION/ELIGIBILITY CRITERIA

Sl.No	Item Description	Estimated cost (Rs.in Lakhs)	EMD (Rs.)	Nature of work
		Completion period		
1	Tender for a) Providing APP Membrane water Proofing Treatment, b) Raising Compound Wall, c) Enclosure for Battery storage, d) Rear side Compund wall Plaster & e) Repair of Drainage system(Chamber) for BEML Regional Office, Shivaji nagar, NAGPUR-440010 (Maharashtra)	Rs.3.67 Lakhs Completion period 30 days from the date of awarding work	Rs.7340/-	Civil & Constructi on works

1) Average Annual financial turnover during the last Three (03) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost.

2) Experience of having successfully completed similar works (Civil & Construction works) during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:-

(i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

NOTE: Copies of the work order and completion certificate issued by respective clients shall be enclosed. If the completion certificate is from Private organization, the same shall be submitted along with TDS certificate.

3. Contractors/Bidders who do not possess PF /ESI codes are also eligible to participate in the tender; however, on award of contract, the contractors/bidders shall apply for PF/ESI codes to the respective authorities. In case they do not qualify and in the event their request/application for PF/ESI Code is rejected by the Authorities, they would be permitted to remit PF contribution under BEML Sub-code. Likewise, the ESI contribution would also be deducted & deposited under BEML Sub-code to be opened in the name of contractor.

4. Tenders of those tenderers who fulfill the criteria mentioned will only be considered for opening of Commercial bid. Incomplete / invalid tenders are liable for rejection and no correspondence will be entertained in case of rejection.

5. Non-submission of requisite documents due to negligence or ignorance by the tenderers leading to disqualification will have to be borne by the tenderers only. There shall be no claim whatsoever in this regard.

6. Contractors/agencies are subject to be disqualified, even though they meet the qualifying criteria, if they-

- a) Make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and /or
- b) Have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.,

ANNEXURE - 2

GENERAL INSTRUCTIONS

- 1) TIME IS THE ESSENCE OF THE CONTRACT.
- 2) The tender document covers Invitation for bids, Tender Notice, Pre-qualification/Eligibility criteria, General Instructions, General specifications, terms and conditions, Special Conditions of Contract, Bill of Quantities etc.,
- 3) **Annexure B** of this tender document covers Bill of Quantities (BOQ).
- 4) In case of any discrepancy/ambiguity regarding any detailing found in the tender documents, the tenderer has to address all his queries/request for clarifications to The Regional Manager, BEML Limited, Nagpur. If the tenderer does not have any query/request for clarification, it will be understood that he has gone through all the relevant clauses and he has fully satisfied himself. No claims or misinterpretation of words will be entertained after award of work.
- 5) The tenderer is required to verify all the tender documents as to their completeness in all respects and satisfy themselves before submitting the same. If any short receipt of pages or otherwise defective, the same shall be brought to the notice of the authority issuing/publishing the tender immediately and within seven days from date of issuing/publishing the tender document. If no such defects are reported, it shall be deemed that the tenderer received/downloaded the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
- 6) The rates shall also include & shall be deemed to have included any other expenses like transportation of materials to the work site, handling, loading and unloading, lead & lift thereof etc., whatsoever on materials.
- 7) If a tenderer finds discrepancies or omissions in any of the tender documents or should be in doubt as to their meaning he should address to the authority inviting tender for clarification and the same to be brought to the notice of the authorities. Every endeavor is made to avoid any errors which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof. The decision of the Officer-in-charge shall be final and binding on the tenderer in this respect.
- 8) The contractor's responsibility for this contract shall commence from the date of submission/commencement as stipulated in the work order. The scheduled period of completion shall be strictly as per the conditions in the tender document and the contractor will have to plan his work accordingly.
- 9) The maintenance period for these works / defects liability period shall be as stipulated in the conditions of contract.
- 10) During the maintenance period the contractor shall be responsible to make good, free of cost, all defects or damages which are due to defective workmanship/use of substandard materials. If the contractor fails to make good such defects or damages even after intimation

to him within a reasonable time, BEML shall get the same rectified as deemed fit at the contractors risk & cost, and as such, the expenditure incurred by BEML shall be recovered from any bills or deposits of the contractor either pertaining to this contract or from any other contracts or in case any such sum being insufficient or not available for the recovery/deductions the expenditure incurred by BEML shall be deemed as a debt due.

11) The contractor shall consider and include all his claims whatsoever in his final bill which shall construe and mean that the contractor shall not have any other claims whatsoever against BEML other than those indicated in the final bill.

12) If the contractor desires to entrust his affairs to any person, a power of attorney submitted to BEML by a duly authenticated Magistrate/Notary/Court/Judge in favour of such person, acceptance of which shall be at the discretion of BEML.

13) If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, BEML reserves the right to reject such tender at any stage and forfeit the earnest money deposit submitted. BEML shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to BEML under the contract, even after the acceptance of the tender.

14) Successful tenderer is required to execute contract agreement on non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) incorporating standard conditions. The draft agreement can be collected and got it typed and executed and hand over the same to the office of “**Tender for Civil works**” at BEML Regional Office, Nagpur.” within 07 days of the receipt of the draft agreement, failing to do so BEML reserves the right to withhold payment of bills.

15) Several documents forming the contract are to be taken as mutually explanatory to one another.

16) In case of discrepancy between the documents, viz., Bill of Quantities, Particular, Specifications, the following order of precedence shall be followed:

- i. Bill of Quantities-SCHEDULE-B.
- ii. Particular specifications,

However, the Officer-in-charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding with the Contractor.

17) The tenderer shall not increase his quoted rates in case BEML negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a minimum period of 90 days from the date of on which the tenders are due to be submitted

18) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to be rejected.

19) The earnest money deposit will be refunded to the unsuccessful tenderer after the award of work is finalized. In the case of the successful tenderer the earnest money deposit will be adjusted as part of the security deposit and will be refunded as per procedure laid in the Conditions of Contract. The earnest money deposit is liable to be forfeited in case BEML feels that the tender is not bonafide or the tenderer modifies or revokes the tender during the period the tenders are kept open. The decision of BEML whether a tender is bonafide or not, is final and conclusive, and is binding on the tenderer.

20) Whenever the Officer-in-charge of the work feels it necessary and advises the contractor for production of bills for any materials whatsoever procured/purchased by the contractor for use and incorporation in the work, the contractor shall produce such bills in proof of such purchase/procurement from bonafide dealers/manufacturers. Such a demand for production of bill can be made by the Officer-in-charge even after use and incorporation of such materials in the work, after clearance by the Officer-in-charge for the quality of the materials. In the event of such a demand from the Officer-in-charge for production of bills, the contractor shall not use and incorporate such materials in the work without the prior clearance in writing from the Officer-in-charge. In case, the contractor fails to produce the bills or uses/incorporates the materials in the work against which bills are advised to be produced, without prior clearance of Officer-in-charge, no payment against any work under the contract executed by the contractor shall be made.

21) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory/Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the working site, conditions of site of work, nature of the work and all matters pertaining thereto.

Access to the site will be given during the tender period by appointment on application to the authority issuing the tender. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this tender.

BEML will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.

22) The tenderers must note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete.

23) The tenderers should note and bear in mind that BEML shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto,

on its part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by BEML either during tender stage or during the commencement of work.

24) No claims as regards to want of information of any particular point or any change in rate or conditions after the opening of Commercial Bid shall be entertained.

25) All information supporting the tender shall be in English, only those tenders fully completed, together with all the documents and received by the time and date specified in the tender notice will be considered.

26) If any alternations are made by the tenderer in the Tender Documents, the Tender may be liable for rejection.

27) The unit rates, amount, tender sum etc., shall be given in Indian Rupees.

28) If the Headquarters of the successful tenderer is elsewhere other than the place of work, he shall have duly authorized person at the place of work from the commencement of the work until it is fully completed. Such person shall be authorized to act on behalf of the successful tenderer to operate and execute terms of contract.

30) BEML reserves the right to reject any tender without giving any reason and is not bound to accept the lowest or any tender.

31) The tendered rate of item(s) against which no rate or amount is written/entered by the tenderer, will be taken as "ZERO" and the amount of such items (for the quantities mentioned in the bill of quantities) shall be deemed to have been covered by the rate quoted for other items.

32) While quoting the rates, the tenderers are advised to take into account all factors of any fluctuations in the market rates, etc. No claims/escalations will be entertained on this account after acceptance of the tender or during the currency of the contract. Item rate tender containing percentage below / above will be summarily rejected.

33) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered into.

34) BEML reserves absolute right to appropriate, deduct, set-off or retain/withhold any amount payable to the tenderer or contractor under any head of account including earnest money under this contract or any other contract or any other transactions against any sum, which in the opinion of BEML is due to BEML.

35) All compensations or other sums of money payable by the contractor under the terms of this contract may be deducted / recovered / adjusted from his security deposit (by way of encashing the bank guarantee partially or fully) or from any sum which may be due to or become due to contractor

by company or any accounts whatsoever. In the event of security deposit being reduced by reason of any such deductions/recovery/adjustment, the contractor shall within 10 days make good in cash.

36) If a tenderer withdraws his offer after submission of his tender, fails to start the work in accordance with the instructions of the Officer-in-Charge, the Earnest money deposited by him may be forfeited without prejudice to any other remedy available to the company under the contract.

37) BEML Limited reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by BEML. The acceptance of the tender in part as mentioned above is at the sole discretion of BEML and shall be binding on the Contractor.

38) Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance, with tender conditions laid down by BEML are liable to be rejected.

39) The acceptance of the tender will rest with the competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

40) Quality tests as deemed necessary by the Officer-in-charge shall be carried out at the own cost of Contractor.

41) In the event of any dispute arising in connection with this contract, it is further agreed that disputes shall be referred to the arbitration of any Officiating Officer to be got approved by the Chairman & Managing Director of BEML Ltd.,

42) All disputes arising out or in any way connected with the Agreement shall be deemed to have arisen at NAGPUR and only Courts in NAGPUR shall have jurisdiction to determine the same.

43) The instructions to tenderer shall be deemed to form an integral part of the contract.

ANNEXURE – 3

GENERAL SPECIFICATIONS

1. GENERAL:

These particular specifications are to be read in conjunction with the specification contained in Latest MES: STANDARD SCHEDULE OF RATES, part-1 specification and part-II rates

including errata (hereinafter referred to as the MES schedule) and specifications given hereunder and the drawings mentioned in these documents, rates and specifications thereon shall be deemed to apply to the works unless mentioned otherwise in the tender documents. In case of discrepancy between the documents, viz., Bill of Quantities, Particular, Specifications, the following order of precedence shall be followed:

- a) Schedule – 'A' Bill of Quantities:
- b) Particular specifications, if any enclosed.

2. SCOPE OF THE CONTRACT:

The contract comprises full, final and entire completion of "Tender for Civil works", at BEML Regional Office, 33, Cement Road, Shivaji Nagar, Nagpur." all as shown in schedule-A and also subject to the General and special conditions of contract. **The work shall be completed within 30 days.** The time for completion is to be reckoned from the date of commencement mentioned in the work order. Time is the essence of the contract and under no circumstances extension of time will be considered nor granted. Hence, the contractor has to consider this factor while submitting his offer and he has to carry out all the activities simultaneously so as to complete the work within the specified time limit.

3. SAMPLES OF MATERIALS:

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

4. The contractors shall on demand produce original receipted voucher / invoices in respect of materials supplied by him.

5. PROPRIETARY MATERIALS:

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

6. CLEANING DOWN

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

7. EXCAVATION & EARTH WORK:

The earth work excavation/ filling, etc, in soft / hard soil shall be carried to the extent ordered / indicated in the drawing. Excavation inadvertently made deeper than what is ordered or indicated in the drawings shall be made good by the contractor with PCC: 1:4:8 using not larger than 40mm graded granite aggregate without extra cost to the company.

7.1 The earth obtained from excavation shall be filled, spread, watered and well rammed in layers not exceeding 25 cms thick alround foundations under floors and in other situations to make up levels/slopes as directed/shown in drawings. Use of vegetable soil turf, peat and black cotton soil in filling shall not be permitted. No lead what-so-ever shall be allowed extra for earth obtained from excavation and reused for filling around foundation and under floors.

8. CONCRETE MATERIALS

8.1.1 CEMENT:

Cement used in the work shall be ordinary Portland / puzzolana cement and shall be stored by contractor in a dry place under proper cover and stack. Stacks shall not be more than 10 bags high.

8.1.2 FINE AGGREGATES:

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

8.1.3 COARSE AGGREGATES:

Coarse aggregate for concrete shall be approved broken granite stone and shall conform to IS- 383.

8.1.4.1 WATER:

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

8.1.5 RATE:

Rate quoted for cement concrete works in schedule-A shall include the cost for the use and waste of formwork as necessary.

8.2 Unless otherwise specified, the rate quoted against various items of Schedule-A shall not include for plastering. The various concrete surfaces shall be furnished as under:

a) All concrete surfaces occurring in conjunction wall & the like:

Immediately after the formwork is removed, all irregularities shall be removed & all air holes shall be stopped with CM 1:3 so that the surface is ready for application of plaster which is paid for separately.

b) Soffits & edges of chajjas, facias, soffits & sides of beams exposed surfaces of shelves, soffits or roof slab with projections & the like: These shall be finished as described in respective Clause, above to receive plastering which is paid for separately.

c) Exposed surfaces of concrete members other than those specified above & tops of chajjas & the like, independent columns & other concrete surfaces not specified to be plastered: These surfaces shall be finished fair & smooth, if fair & smooth surfaces cannot be achieved, the contractor is permitted to plaster these surfaces, with CM 1:3 to obtain a fair uniform and smooth finish. However, he shall ensure that the thickness of plaster is kept to a minimum. The contractor shall not be paid anything extra for the application of this CM 1:3 plaster.

d) The rate quoted for pre-cast concrete shall include for cost involved in the cutting of grooves, etc, in walls, etc, and fixing as specified.

8.3 MIXING CONCRETE:

All concrete shall be mixed in mechanical concrete mixers with hopper. The mixing drum shall be washed and cleaned on completion of work, every day & every stoppage of work,

if the stoppage exceeds 30 minutes. If the total quantity of concreting proposed to be carried out in any one day does not exceed 0.25 CM and mixing may be adopted for such concrete.

8.4 FORM WORK:

All form work shall be as mentioned in Latest MES schedule, Part-I. Where concrete is to be finished smooth, the form shall be wrought on the inside surface. The cost for the use and waste of form work shall be deemed to have been included in the unit rate quoted by the contractor in respect of the concrete items shown in Schedule-A and no extra payment shall be made.

Contractor may at his discretion use steel or plywood formwork in lieu of timber formwork at no extra cost to the company.

8.5 CONCRETE CUBES:

Test cubes shall be taken from the important concrete works for testing purposes at the sole discretion of the Officer-in-charge. Such tests shall be performed at the expense of the contractor.

9. STONE MASONRY:

9.1 Size stone masonry in cement mortar in foundations & drains:

Face work shall be hammer dressed with no stone to tail into a point. No face stone to be narrower or shorter than its height.

9.2 Thickness of mortar in beds & joints not exceed 20mm.

9.3 HEIGHT OF COURSE:

150mm to 230mm but no course shall be greater in height than any course below.

9.4 BOND OR THROUGH STONES:

(a) Bond or through stones shall be provided at 1.5 M in every course and are to be staggered. No stone shall tail into a point.

(b) Bond stones shall extend from the front to the back of walls. For walls 600mm thick & under bond stones shall be one piece. For walls over 600mm thick they shall either be in one piece (If available locally) or be in series of headers, each header overlapping the adjoining one by not less than 150mm. No header shall preferably be less than 600mm in length.

9.5 Quoins & jambs to be squared back in bed and joints and faces as ordered :

9.6 HEARTING:

Stone to be not less than 150mm in any direction, carefully laid hammer down into place with wooden mallet & solidly bedded with mortar. The hearting must not be brought to same level as the facing stones with spalls or pinning which are only to be used as wedges in the hearting.

9.7 SIZE STONE MASONRY IN PLINTH & SUPERSTRUCTURE:

Facing stone shall have hammer dressed faces with no stone tailing into point. No face stone shall be narrower or shorter than its height. Each bed shall be squared back at least 60mm & joints 25mm. No spalls or pinning shall show on face. All other details shall be as detailed herein before for foundations.

10. BRICK MASONRY IN CEMENT MORTAR, BRICK WORK:

Bricks shall be table moulded brick / clamp burnt bricks locally available of approved quality having a minimum compressive strength of 50 Kgs./Sq.cm from the local kilns & shall be used in bonds as specified in Latest MES schedule, Relevant Zone Part-I.

11. STEEL WINDOWS / VENTILATORS :

11.1.1 Steel windows / ventilators shall conform to IS-1038 / IS-1361 & of approved make. The fittings such as handles etc, shall be as specified in schedule-A & shall be fixed as per manufacturer's instructions.

11.1.2 For steel windows, steel hold fasts of size shown in drawing & fabricated shall be all as per "Details of Lugs" shown in leaflet of manufacturer shall be provided. The number of holdfasts/lugs shall be as indicated in the above leaflets.

11.1.3 Glass panels shall be fixed to the steel windows with anodised aluminium standard beads fixed with chromium plated flat head steel screws or as specified in Schedule-A. Glazing to windows shall be of selected quality. Glass will be of approved make as specified in schedule-A. MS guard bars / weld mesh to windows, wherever indicated shall be provided as specified and shown in drawings.

11.2 STEEL & IRON:

Steel and iron work shall be executed all as indicated in the drawing and as per standard practice in the best workmanship like manner.

11.2.1 The rate quoted by the contractor against structural steel items of schedule-A shall be applicable for various steel sections/ornamental castings required and used for the work. Bolts and nuts required for the work shall be procured by the contractor.

11.2.2 The preambles under structural steel work of Latest MES SSR, part-II and other relevant notes and specifications of Latest MESS SSR shall apply to this work. One coat of red oxide shall be coated to the structural steel surfaces before erection and two coats of approved enamel paint shall be done after fabrication and hoisting on all exposed surfaces of columns, trusses, etc, which are embedded in brick or stone or concrete after erection and fixing in position complete.

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

11.3.4. Bars crossing each other and laps shall be tied with mild steel wire annealed of size of not less than 0.99 mm conforming to IS-280, in such a manner that the bars will not slip over each other at the time of fixing and concreting. The MS wire has to be procured by the contractor.

11.3.5 Welding of bars shall be done where indicated or directed by Officer-in-charge in lieu of lapping in accordance with IS-2751. Welding in general shall be done as described for structural work.

Bars upto and including 20mm dia shall be lap welded and those larger than 20mm dia shall be butt welded. In case of lap welds, the length of lap shall be five times, the dia or 100mm whichever is greater. The throat thickness shall not be less than 3mm for bars upto 16mm dia and 5mm for bar over 16mm dia and upto 20mm dia.

11.3.6 All structural steel shall be fabricated and fixed at site as and where shown in the drawings. Welding should be of arc welding and shall conform to IS-823. Electrodes used for welding should conform to IS: 814. Welding design and welded fabrication of standard steel shall conform to IS: 816 and IS: 800 respectively.

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

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

12. UNPLASTICISED PVC RAIN WATER PIPES:

Unplasticised PVC pipes shall conform to IS: 4985. The pipes shall be reasonably sound. Internal and external surfaces of the pipes shall be smooth and clean, and free from other defects. Pipes shall be of pressure ratings as indicated in schedule-A bill of quantities.

13. FLOORS:

Floors shall be provided all as shown in drawings and as detailed in schedule-A. Floors shall be laid in level and / or to slopes as shown in drawings or as directed. Slopes shall be achieved by giving required slope to earth filling under floors. Floors shall be carried through all doors and other openings. Exposed edges of floors shall be finished in the same manner as for the top surface. Floors shall be sunk wherever shown in drawings.

14. SUB-FLOORS with PCC 1:4:8:

PCC 1:4:8 sub-floors shall be laid over well consolidated sub-base. The surface shall be left rough to receive the screeding / floor finish Concrete floors shall be laid as and where indicated in drawings / as directed.

14.1.PCC: floors 1:2:4

Unless otherwise specified, PCC 1:2:4 shall be laid in alternative bays. The panel dimensions shall be all as described in Latest MES schedule part-I. The top surface shall be finished fair and even with steel trowel using extra cement, wherever specified.

15. PLINTH PROTECTION:

Plinth protection 80mm thick shall be provided over well consolidated earth base all as per bill of quantities and as shown on drawings. Plinth protection need not be provided where portions are covered by steps and shall be laid to slope as directed and in bays of length not exceeding 3.0M adopting alternative bay system. The top surface shall be finished smooth using extra cement.

16. PLASTERING

16.1.1 GENERAL:

The surface to be plastered shall be prepared by racking out joints and wetting the surfaces thoroughly. Curing of plastering work shall be properly done by means of stirrup pumps or similar devices. The contractor shall take every precautions 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 and portion of plaster which in the opinion of the Officer-in-charge requires removal and re-doing.

16.1.2 SAND

Sand for plastering work shall be as specified hereinbefore for RCC work

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

16.1.4 No Rounding off of external and internal angles or corners of plaster shall be done. The junction / rises shall be made true and square.

16.1.5 Plastering of walls be returned along with the jambs of opening in walls and sills of windows.

16.1.6 Plastered surfaces shall be finished fair and even all as specified in schedule.

16.2. CEMENT MORTAR PLASTERING:

Plain cement mortar plaster of ordinary cement plaster where shown in drawings/ schedule of finish shall be mix-proportion and thickness and finish all as specified in schedule-A separately.

17. CEMENT BASED PAINT:

Two coats of cement based paint of approved quality & colour shall be applied on surface all as directed and as per manufacturer's instructions.

18. OIL BOUND DISTEMPER

Two coats of approved oil bound washable distemper to be provided over a coat of primer (cement primer) and putty all as specified in schedule-A. Shade tint shall be as directed by the Officer-in-charge.

19. PAINTING:

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

20. SOLING:

The stone for soling shall be hard granite sound and free from decay. Stones shall be clean and of height equal to the thickness of soling and as described in Latest MES schedule, Relevant zone, part-I. Stones shall not be laid flat on the sub-grade. The soling stones shall be hand packed to the proper width and to the profile as directed and by laying correct to the templates placed 5.0M apart. Soling stones shall be laid resting on their broad base with their height equal to the thickness of soling and the largest dimensions at right angles to the centre line. Stones shall be laid breaking joints in close contact with each other. Larger size stones shall be arranged at the edges and centre. All interstices between stones shall be wedged on by smaller size stones of suitable size, well driven by crow bars, hammers to ensure tight packings.

20.1 After hand packing and checking of high and low spots by templates is complete the soling shall be consolidated by power of 8 – 10 T weight all as specified in part-I Latest MES schedule zone-A covering up the surface during rolling with stone spalls and gravel, high and low spots being corrected by removing or adding the soling respectively as the case may be. Over the consolidated soling, moorum shall be spread to a thickness of 50mm to proper levels, watered and rolled all as specified in bill of quantities.

21. EXPANSION AND CONTRACTION DUMMY JOINTS.

Provide expansion and contraction (dummy) joints to the width and length specified in schedule-A. These shall be straight and slab edges adjacent to the joints shall formed truly vertical. The top edges shall be thoroughly cleaned, sides brushed before filling the filler. The molten bituminous filler shall be approved by Officer-in-charge before incorporation.

22. POINTING:

Keyed / flush pointing shall be provided all as specified in Latest MES schedule, Zone-A part-I and mortar for the pointing shall be of mix indicated in Schedule-A Bill of quantities.

23. SANITARY & PLUMBING:

The contractor shall employ approved licensed plumbers for installation of sanitary fittings and for executing the necessary plumbing works.

23.1 NAHANI TRAPS:

Where Nahani traps are indicated in the drawings provide 100mm (internal) dia cast iron Nahani trap with hinged grating and without for 75mm dia pipe. Nahani traps shall be firmly embedded in concrete floors all as directed.

23.2. GULLY TRAP:

Where gully traps are indicated in drawings, standard salt glazed stone ware with rebated top, strong make, square body with 150x150 mm CI grating and 100 mm dia outlet shall be provided. Gully trap shall be fixed all as specified in MES schedule and as shown on drawings. The rate quoted for gully trap shall include for excavation and concrete PCC type C-I etc, complete, all as specified in schedule-A.

23.3 SWG PIPES

SWG pipes shall be class-4 conforming to IS-651, SWG pipe shall be laid as directed and shall be jointed all as specified in Latest MES schedule , part-I, zone-A.

24 WATER:

The contractor has to make his own arrangement for water required for the works. If supplied by the company will be recovered at the rates prevailing at Municipal Corporation, NAGPUR.

25. NOTE:

(a) All concrete works should be strictly done according to the description and specifications given in the tender. If the same is not adhered to in respect of any concrete items by the contractors, the Officer in charge shall have the power to reduce the quoted rate in respect of such schedule items and the decision of Regional manager is final and binding on the contractors.

(b) Contractor should note that only the relevant clauses of particular specification attached to the tender documents are applicable to the schedule-A"- Bill of Quantities.

26.PAINTING OF STEEL SURFACE:

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

Unless otherwise specified, the rate quoted for relevant items of schedule-A such as doors, steel windows, etc, shall include for two coats of painting (one under coat and one finishing coat) over a coat of primer all as specified here-in-before.

27. WATER BOUND MACADAM:

Water bound macadam shall be provided with granite stone aggregate conforming to the grading given in the table, of part-I Latest MES SSR, Zone-A. The rolling shall be done with 8/10 tonne power roller, over the consolidated surface moorum shall be spread to a thickness of 25 mm to proper level watered and well rolled/consolidated all as per bill of quantities and as directed.

28.1 CHIP CARPET

The bitumen used for the work is of straight run 80/100 and of approved manufacturer contractor shall ensure that work of bitumen should be carried out all as per manufacturer's instructions and also bitumen is brought to site in original sealed drums and bear the manufacturer's instructions.

28.2 PREPARATION OF BASE:

The surface shall be cleaned by removing dirt, caked earth and other foreign matter with wire brushes, sweeping with brooms.

28.3 TACK COAT:

The binder shall be heated to the appropriate temperature and applied uniformly to the base as shown in schedule-A. The tack coat should be applied just ahead of spreading the premix.

28.4 PREPARATION OF PREMIX

Mechanical mixers of approved type shall be employed for mixing the binder shall be heated to the appropriate temperature. After the aggregate is dry mixed in the mixer for 15 seconds the heated binders shall be distributed over the aggregates at the rate indicated in schedule "A". The mixing of the binder with the chippings shall be continued until the chippings are thoroughly coated with the binders.

28.5 SPREADING OF PREMIX.

Immediately after the application of the tack coat, the premix shall be spread evenly with the rakes to the desired thickness and to the correct camber are distributed evenly.

28.6 ROLLING:

As soon as sufficient length has been spread with the premix, the surface shall be rolled with the 8 to 10 tonne smooth wheeled power roller. Rolling shall commence at the edge and progress towards the centre longitudinally, except in case of super elevated curves

where rolling shall progress from the inside towards the outside of the curve, when the roller shall pass once over the whole area any high spots or depression which become shall be corrected by removing or adding premix, chippings when this has been done, the surface shall be rolled to compaction and all roller marks eliminated. Excessive rolling shall be avoided be over lapped uniformly by at least 1/3 rd depth. The roller wheels shall be kept damp to prevent the premix from adhering to wheel and being picked up. In each pass of the roller the processing track shall continue.

28.7 SEAL COAT:

A premixed sand seal coat as indicated in schedule -A, shall be applied to the surface immediately after laying the carpet. The finished surface shall be uniform and confirm to the lines, grades and cross section specified.

29 DRILLING OF BORE WELL:

Yield test has to be conducted to establish the rate of recuperation for selection of suitable Type of motor & pump set.

Log sheet clearly showing the various strata met with during drilling and the levels at which the water is encountered and the total yield of the bore well during drilling shall be furnished.

MS pipe and fittings/fixtures used shall conform to IS and coated with 2 coats of anti corrosive black paint.

30. ELECTRICAL PORTION

The contract comprises full, final and entire completion of the following works.

- (a) Provision of 1.1 KV grade PVC and A Cables and making terminal joints
- (b) Provision of MCB Distribution Boards of required configurations
- (c) Provision of light fittings of the type specified in Schedule A Bill of Quantities
- (d) Provision of Earthing Connections
- (e) Painting the exposed MS pipes with 2 coats of Aluminium paint over a coat of metal primer.

The contractor shall be deemed to have studied the scope of works thoroughly before offering his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Contractor can visit the site before offering his unit rates if necessary.

The contractor shall produce sample of materials and shall obtain the approval of the Officer in charge before he places the bulk order for the materials for incorporation in the works. All the materials used for the works shall comply with Indian standard specifications as published up to date

The Contractor shall produce the original receipt/vouchers/invoices in respect of materials supplied by him.

Any deviations from the specifications shall have the approval of Officer in charge in writing.

All the necessary required tests have to be carried out before commissioning of the electrical installations executed.

All the works has to be carried out by a certified Electrician with valid license holder

31. Contractor to use only approved brand of cement, paint, water proofing materials and other materials required for the work.

32. Contractor should note that only relevant clause of particular specification attached to the Tender documents are applicable to the schedule 'A' Bill Of Quantities.

Acceptable brands of materials to be used in the work:

Sl.No.	Item	Brand/Make
1	Switches	M/s Anchor / Roma/Havells/Crabtree
2	PVC conduit pipe	M/s Supreme/Finolex
3	PVC Insulated Copper Wire	M/s Finolex/Havells
4	DB & MCB	M/s L&T/Havell's/Indoasia
5	L T Cable	M/s CCI/ Universal/Havells
6	Lights/Fixtures	M/s Philips/Wipro/GE/Crompton Greaves
7	Cables	M/s Finolex/ Havells
8	Fan	M/s Crompton greaves/Usha/Bajaj
9	Ply wood/Block Board (BWP / Marine grade)	M/s Archid/Greenply/Century/Kitply.
10	Particle Board	M/s Archid/Greenply/Century/Kitply.
11	Veneer	M/s Archid/Greenply/Century/Kitply
12	Lamination	M/s Archid/Greenlam/Century/Kitply
13	Ceramic/Vitrified /glazed tiles	M/s.Naveen/Kajaria/Johnson
14	Locks, mortice locks	M/s.Godrej/Europa
15	Cement	M/s ACC/Ultratech/Birla
16	Paints	M/s Asian paints/Berger
17	Reinforcement steel	M/s Sail/Tisco/Tata
18	Tough glass, beveled glass	M/s Saintgobain/Modiguard
19	Modular workstations	M/s.Godrej/Blowplast/Featherlite/Durian
20	Chairs	M/s.Godrej/Designo/Durian/ Featherlite
21	Door closers	M/s Everite/Dorma/Godrej
23	Sanitary / Bathroom fittings and fixtures	M/s Hindware /Parryware /ESS ESS
27	GI pipes	M/s Tata/Zenith
28	PVC Pipes	M/s Finolex/Supreme
29	Gully trap/Nahani trap	M/s Supreme/Finolex/Ashirvad
30	Gun metal valve	M/s. Zoloto/TATA
31	White cement	M/s Birla/JK Cement
32	Antiskid ceramic tiles	M/s Naveen/Kajaria/Johnson
33	Waterproofing compound	M/s. Fosroc/Roff/BASF

ANNEXURE – 4

TERMS AND CONDITIONS OF CONTRACT

1. WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT:

The contractor shall commence to carry on the works with due diligence and as much expedition as the Officer-in-charge may reasonably expect having regard to the specified time of the whole of the works as mentioned in the “Scope of the contract” of General Specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

2. PENALTY FOR DELAYS IN THE PERFORMANCE OF THE CONTRACT:

In case the work is not completed to the complete satisfaction of the company in every respect within the time stipulated in the work order or extended period of completion, the contractors shall agree to pay the penalty of 1% of the value of the work order for every week's or part of week's delay subject to, however, a maximum of 10% of the value of the work order.

3. EXTENSION OF TIME:

The time allowed to complete the work is 30 days. If the contractor shall desire an extension of time for completion of the work on grounds of his having been unavoidably hindered in his execution in consequences of altered, additional or substitution works or any other ground, he shall apply in writing to the Officer in charge within Seven (07) days of the date of hindrance on account which he desires such extension as aforesaid and the competent authority and shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorities such extension of time, if an any in his opinion be necessary or proper.

4. SECURITY DEPOSIT:

The successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum. Such security deposit shall not entail any interest payment on refund.

The option for payment of security deposit is as under:

(a) The contractor shall within Seven (07) days of acceptance of the contract deposit the difference between earnest Money and full security Deposit by Demand Draft/Banker's Pay order drawn with any one of the scheduled banks made in favour of company. PEMD held with BEML cannot be considered for such adjustment in the security deposit payable by the contractor.

(b) Bank guarantee from any Nationalized/ scheduled bank equivalent to the amount of security deposit valid for a period required by BEML will also be accepted.

(c) Security Deposit amount may 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 will be with held before completion of 90% of work.

Note: The Contractor may choose any one of the options, which will be permitted at the discretion of BEML Limited

The above deposit will 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 may be deducted from this security deposit or from any other sums that may be due, or may become due to the contractor by the company on any account what so ever, and in the event of the security deposit being reduced by reasons of any such deductions the contractor shall within ten days thereafter make good these deductions.

Refund of Security Deposit

- i) One half of the Security Deposit i.e. 50% will be refunded to the Contractor on completion of the contract based on the recommendations of Officer-in-Charge, in writing, that the work has been physically completed in all respects. On expiry of the defect liability period of one year or on payment of the assessment of the final bill, whichever is later, the Company on demand from the Contractor will refund the balance 50% of the Security Deposit to the Contractor, provided the Company is satisfied that there are no dues, outstanding against the Contractor.
- ii) If the Security Deposit is in the form of Bank Guarantee, on completion of the contract based on the recommendations of the Officer-in-Charge, in writing the contractor can give a fresh Bank Guarantee for 50% of the total security deposit value for a period required by BEML and the original Bank Guarantee will be returned thereafter on demand.

5. DEFECT LIABILITY PERIOD/PERFORMANCE GUARANTEE PERIOD:

The defect liability (maintenance) period for all works will be **ONE YEAR** from the date of actual completion of work. During this period the contractor shall be responsible to rectify all the defects noticed and attributable to the work done by him. In case the contractor fails to rectify the defect within reasonable time, BEML would rectify the defects at his risk & cost and will be deducted from security deposit.

6. PAYMENT OF BILLS:

(a) No Escalation Claim: While quoting the rates, the tenderers are advised to take into account all factors in the market rates etc, no claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

(b) Running bill: The bills are prepared and paid once in a calendar month. The approximate value of work done reckoned on the basis of actual measurements wherever available will be admissible for payment.

(c) Final Bill: On completion of work, complete measurements are recorded in the measurement book, accepted by the contractor, payment of 90% of the final bill duly adjusting the shortfall/excess security deposit furnished earlier will be released to the contractor against the final bill, satisfactory completion of the contract and payment of ESI/PF.

7. EXECUTION OF WORK:

The works are required to be carried out all as per the specification contained in Latest MES standard schedule Part-I specification and part – II rates including errata and all as directed by the Officer – in - Charge.

8. SAFETY PRECAUTION:

The contractor is to take all safety precautions /measures all as required/prescribed by the Chief Inspector of Factories, in connection with the execution of work.

9. ACCIDENTAL DAMAGES:

The contractor is solely responsible for making good the damages occurring on account of any possible accident to his labour due to his failure to take safety measures.

10. TAXES & DUTIES APPLICABLE:

The rates quoted by the tenderer should include all duties, taxes, royalties, service tax etc., payable by the contractor. All deductions as per statutory requirements and as per Govt. rules & regulations shall be made from the bills payable.

11. ELECTRICITY REQUIRED FOR WORKS:

Electricity required for the work may be arranged by the contractor at his own cost. However it may be provided at a nearest point by BEML on request based on availability at the prevailing rates at MPSEB, NAGPUR and the amount will be recovered from the contractors running bills. If necessary the contractor may install a separate energy meter at his own cost. However, contractor has to make his own arrangement to work during power failures/non-availability of power. Tenderers to note that non-availability of water will not be a reason for delay in work.

12. WATER REQUIRED FOR WORK:

The contractor should make his own arrangements for water. However the water from the existing bore well/sump/well may be used for works. The bore well pump has to be maintained by the contractor during the works. The bore well pump has to be handed over in good working condition after completion of works. The water charges will be the same as per the rates of Municipal Corporation, NAGPUR. During the execution of works the

contractor may use the water available at site at the prevailing rates of NAGPUR Water Supply Board. However the contractor has to make his own arrangements during non-availability of water. Tenderers to note that non-availability of water will not be a reason for delay in work.

13. MOBILISATION ADVANCE:

No Mobilization advance will be paid.

14. PRICE ESCALATION

No price escalation will be entertained and allowed during the period of contract.

15. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies or attains legal disability, BEML shall have the option of terminating the contract without any compensation to the Contractor. BEML shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

16. DISMANTLED MATERIALS

Useful Materials obtained from demolition / dismantling work, shall remain with the Contractor at his own risk till such time the Contractor moves them to the BEML Stores. Should the Contractor fail to move such dismantled materials to BEML Stores within 10 days from the date of completion, the Officer-in-charge will be entitled to move them at the risk and cost in all respects of the Contractor.

17. MATERIALS TOOLS ETC., BROUGHT ON TO WORKS BECOME THE PROPERTY OF THE COMPANY DURING CONTINUATION OF CONTRACT:

All materials, tools, implements and other things brought by the Contractor upon the Company's works shall thereupon become, and shall continue to be the absolute property of the company and be considered in its possession, the Contractor having 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 forthwith 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.

18. 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 directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the contract, the contractor will have to “obey and be bound by the said further drawings, instructions and directions according to the true intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the original drawings and specification”. The Company shall also have power to vary or alter the levels or positions 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 the work executed or partly executed, to be removed, changed or altered and, if needed other works shall be substituted in lieu thereof, and the difference of expense occasioned by any such increase, diminution or alteration so ordered and directed shall be added to, or deducted from the amount of the contract, agreeably at the prices for similar work set forth in the bill of quantities or failing which as a derivative to similar works in the schedule of prices attached thereto, and in the absence of such similar work being scheduled, then such work shall be carried out at the rates entered in SSR applicable at BEML and of specified zone minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

The Company will in no case become liable to the payment of any change in respect any such conditions, alterations or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Officer-in-charge or unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the work order hereinafter set forth: or unless the claim thereafter shall be made in writing, signed by the Contractor and be made within the week in which the work is executed and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied works or of any further works, shall wherever practicable, have been determined and settled before such altered or varied or further works shall have been commenced. Such value in case of dispute, shall be ascertained by the Officer-in-charge, who shall determine in all cases whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, the Contractor shall not be entitled to make any claim in respect of such altered, or varied or further works. It shall in the opinion of the Officer-in-charge, in 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 to be recognized unless the Contractor shall have delivered to the Officer-in-charge within one week and so on from day to day a true and exact list of the names, occupations, time and wages of the several workmen engaged during the previous day, on any and every such work in respect of whom a change “By the day” is intended to be made in the next succeeding weekly claim work in respect of whom a change “By the day” shall be made unless, in the opinion of the Officer-in-charge, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these General Conditions.

19. WORKS TO BE EXECUTED IN APPROVED MANNER:

The works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the Officer-in-charge. The Officer-in-charge shall have full liberty at all reasonable times to inspect and examine the works, materials and workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or are not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such works, materials and workmanship.

20. ROYALTIES:

The Contractor shall be liable to pay all royalties chargeable on Government Local Bodies or company materials required for the work.

21. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the Officer-in-charge require it for his more perfect satisfaction, the Contractor, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the Officer-in-charge may direct, and the Contractor shall make such works good again to his satisfaction. Should the works be found faulty in any respect the whole of the expenses thereby incurred shall be defrayed by the Contractor, but of otherwise, by the company.

22. EMERGENCY POWERS:

In the event of any accident or failure occurring in or on the works which in the opinion of the Officer-in-charge requires immediate attention either during the construction or during the period of maintenance, the company may, by their own or other workmen make necessary repairs at the expense of the Contractors.

23. SCOPE OF COMPLETION:

Completion includes completion of all works in accordance with 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.

On intimation from the Contractor about the completion, the works will be inspected by the Officer-in-charge and a completion certificate will be issued.

24. FINAL MEASUREMENT:

The final measurements must invariably be preceded by a thorough measurement of the whole of the work performed which will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least three days before the date fixed for the measurement, appointing the day, hour and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest.

25. SECURITY AND PROTECTION:

- i. The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works disturbed.
- ii. During inclement weather the Contractor shall suspend concreting or plastering for such time as the Officer-in-charge may direct and shall protect such work in course of execution from damage by approved measures.
- iii. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
- iv. The Contractor shall at his expense cover up and protect from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen or sub-Contractors, and any damage caused must be made good by the Contractor at his own expense.
- v. All fences, trees, shrubs, grass, lawn and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractors expense.
- vi. The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and moldings and all concrete steps wood work and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The Contractor shall at his cost, protect joinery and make good all damage to same from any cause whatsoever during the performances of the contract and leave perfect to the satisfaction of the Officer-in-charge at completion. Before giving up possession the Contractor must see that all doors, windows and ventilators etc., work easily and shall make all necessary adjustments.

26. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:

Measurements of all items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry concrete etc., steel in all RCC works, pipe to be encased etc., shall be got recorded from the authorized Officer-in-charge by the Contractor before they are covered up. Immediately the work is ready for measurements, Contractor will give specific notice to Officer-in-charge on site for recorded the measurements.

If the Officer fails to record the measurements the Contractor will refer the matter to the Regional Manager, NAGPUR but in no case shall he cover up the work without the permissions.

27. DEVIATIONS AND AMENDMENTS:

- 1) Tenderer shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule 'A' and also carry out such deviation as may be ordered.
- 2) The net value of all additions to and deductions from the works included in the contract shall not exceed 20% of the amount of the contract accepted and 40% of the individual quantities indicated against each item of the Schedule 'A' Bill of quantities.

28. PRICING OF DEVIATION

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

- a. Deviations will be priced at Schedule 'A' rates where the item is already included in Schedule 'A'
- b. In respect of items not included in Schedule 'A' but where similar items are found in Schedule 'A'. For such items, rates will be derived directly from the latest SSR comparing the quoted rates for similar items available in Schedule 'A'.

29. IF THE WORKS BE DELAYED:

- a) by force majeure, or
- b) by reasons of abnormally bad weather, or
- c) by reasons of civil commotion, local combinations of workmen strike or lockout, affecting any of the tradesmen employed on the work, or
- d) by reasons of delay on the part of nominated suppliers which the Contractor has in the opinion Officer-in-charge taken all practical steps to avoid or reduce, or
- e) by reasons of delay on the part of the Contractors or tradesmen engaged by BEML in executing works not forming the part of contract, or
- f) by reason of any other cause, which in the absolute discretion of BEML is beyond the control.

Then in such case Officer-in-charge may grant fair and reasonable extension in the completion dates of individual items or work for which the separate period of completion is mentioned in the contract documents or work order as applicable. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to Officer-in-charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Officer-in-charge to proceed with the works. Extension of time as granted above shall be communicated to the Contractor by the Officer-in-charge in writing and shall be final and binding.

No claims in respect of compensation or otherwise, however, arising as a result of extension granted shall be admitted.

30. FORCE MAJEURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Officer-in-charge shall be final and binding.
- d. If the contractor is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Officer-in-charge shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Officer-in-charge.
If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

31. SUSPENSION OF WORK:

The Contractor shall suspend execution of the works or any part or parts thereof whenever called upon in writing by BEML to do so and shall not resume work thereon until so directed in writing by BEML. The Contractor will be allowed by BEML an extension of time (Not less than the period of suspension) for completion of the items 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 no other claims in this respect for compensation or otherwise, however, shall be admitted. The contractor shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

32.CANCELLATION OF CONTRACT FOR CONTRACTOR DEFAULT

If the Contractor:-

- a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from Officer-in-charge
- b) In the opinion of the Officer-in-charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Officer-in-charge.
- c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under, or
- d) Fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion.

BEML may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BEML cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever BEML exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost, of completion (as certified by Officer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BEML. If the cost of completion exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by Officer-in-charge or the same shall be recovered from the Contractor by other means.

In case BEML completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor under this condition, it shall consist of the cost of materials purchased / and / or labour provided by BEML which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Officer-in-charge whose decision shall be final and conclusive.

33. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

BEML reserves the right to terminate the contract at any time after acceptance of the tender if BEML decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Officer-in-charge shall give notice in writing to that effect to the Contractors. The compensation if any payable for such foreclosure of work will be discussed mutually between BEML and Contractor and settled after taking into consideration the loss suffered by the Contractor on account of the foreclosure of the contract. The Contractor shall have no claim to any payment of

compensation or otherwise whatsoever on account of any profit or advantages 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 to which the Contractor is legally bound to accept the delivery from the suppliers.

The amount of compensation payable to the Contractor due to foreclosure will be decided by the competent authority of BEML.

34. 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 Officer-in-charge and a completion certificate will be issued to the contractor within 30 days from the date of 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.

35. FINAL BILL:

On completion of the work and recording all measurement a final bill will be presented by the Contractor on the pro forma prescribed within three months. To enable the Contractor to do so, the Officer-in-charge will furnish to him necessary statements showing recoveries to be made on account of store issued, hire charges for tools and plants supplied, charges recoverable for electricity or water consumed etc.

Where the Contractor is not in position to prepare the final bill, the Officer-in-charge may with the prior written permission of competent authority, render assistance in the preparation of the final bill.

Before submission of the final bill, the Contractor should sign in a **NO CLAIM CERTIFICATE** indicating that he has no claim against the Company under the contract in question except as included in the Final Bill.

On receipt of the final bill duly signed by the Contractor, the same shall be scrutinized by the Officer-in-charge to see that the claim is in order. He will also attach to the final bill, a statement showing the stores issued for incorporation in work, the stores actually incorporated by the Contractor in the work, the theoretical quantity, of stores required for the work in question and whether there has been any over issue / under issue of stores of the Contractor. He will also indicate whether as a result, the work should be deemed to have been completed according to specification, or below specifications and will also recommend what recoveries should be made in case, the work is below specification.

NOTE: An exception to this issue rule will arise only in case where huge capital may be locked up. The time limits for payments stipulated in Clauses above represent the ideal conditions and hence any delay will not entitle the Contractor to claim interest, compensation etc.

36. RESPONSIBILITY OF CONTRACTOR AGAINST RISKS:

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by BEML or brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and BEML shall not be responsible for loss, damages etc. as aforesaid. The Contractor shall solely be responsible for protecting and securing such property.

37. LABOUR ACTS:

a) THE Contractors shall employ labour in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-charge. The contractors shall remain liable for the payment of all wages or other remunerations to his labourers or employees under the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers liability Act 1938, 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 tenderers 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. 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 work.

vi) CONTRACTORS should produce his MUSTER ROLL duly certified by Engineer-in-charge once in a month say before 5th of each month to the Pay roll section, so that the

ESI amount can be ascertained and recovered/payment obtained irrespective of the fact whether work order is issued or not.

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

viii) CONTRACTORS should maintain all registers and records required for ESI, PF Payment of wages, etc., under the statutes 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 labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML Authority before commencement of the work.

38. INSURANCE:

From the commencement till completion of the work, the contractor 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 of any part thereof. In addition the contractor shall indemnify and keep the company indemnified against all loss and claims for injuries out of or in consequence of the construction work. For this purpose the contractor shall take an insurance policy "contractors all risk insurance," to cover the risk, as per the conditions of the contract. The insurance policy has to be kept valid till the work is completed and the possession handed over to BEML. The contractor has to take policy at his cost showing BEML as the principle in order to simplify the work in the matter of arising claims and settlement thereof.

The contractor is responsible for any accident or other compensation payable to the workers employed by and working under the control of the contractor. That the company has no sort of liability in the matter and that if any payment would have to be made by the company the same shall be reimbursed by the contractor or otherwise the same shall be recovered from the bills of the contractor.

39. ARBITRATION:

Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instructions, herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director and if the Chairman and Managing Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Managing Director / General Manager willing to act as such

arbitrator. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such the Chairman and Managing Director aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

a. Subject to as aforesaid the provision of the Arbitration & conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.

b. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

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

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

e. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be with held on account of such proceedings.

f. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.

g. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

h. The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

i. The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

40. ENCASHMENT OF BANK GUARANTEE:

BEML shall have full rights whatsoever to en-cash any Bank Guarantee executed under this contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by BEML and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in this contract and the decision of BEML as to what amount is due to BEML from the said Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same except to agitate/ claim/ dispute the same before the arbitration and the bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to BEML without the Contractors consent and without referring the matter to the Contractor. Courts at Waidhan, Distt: NAGPUR (M.P.) will have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

ANNEXURE - 5

SPECIAL CONDITIONS OF CONTRACT

1. Permissions, License, if any required from the local civic authorities/bodies carrying out the work as per contract terms & conditions shall have necessarily to be obtained by the successful tenderer. Fees paid will be reimbursed by BEML Limited on production of documentary proof for having paid the prescribed fees.
2. All safety precautions and safety measures like wearing helmet, belt, gloves, goggles etc., by the work men at site are to be strictly adhered to while executing the work.
3. The rates quoted for the items shall be inclusive of all lead, lift, tools, wastages, material, labour, taxes and duties.
4. Contractor shall either himself supervise the contract or shall post experienced Engineer for supervision of work. Utmost care shall be taken during execution since the repairs works has to be carried out in office/factory atmosphere.
5. Care shall be taken in execution of the work so as not to damage the other accessories / fittings / waterlines / sewage lines / electrical lines coming in the way of work.
6. All the materials to be used in the work shall conform to relevant IS codes.
7. Contractor has to engage sufficient number of workmen to maintain the required progress rate and quality of work.
8. Contractor has to comply with all the statutory requirements like PF, ESI acts, labour regulations, tax deductions/payments etc.,
9. Contractor shall visit the site and acquaint himself with the site conditions before quoting 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.
10. Debris generated during course of work progress has to be shifted out of premises to the place not objected by civic authorities.
11. Contractor shall carry out the jobs in an order of preference as directed by the Regional Manager, NAGPUR who is the officer-in-charge for the subject work.
12. Since, the job has to be completed on time bound basis, contractor has to deploy required manpower and mobilize required materials in time to achieve the required progress of work.

END OF TENDER DOCUMENT