

CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH



BEML LIMITED

TENDER DOCUMENT
For
CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE
(DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR,
CHATTISGARH

SRM Bid No: 6300039298

LAST DATE FOR SUBMISSION ONLINE: 11-02-2025 (14:00 hrs)

ISSUED BY
The Regional Head
BEML Limited
Regional Office, Bilaspur

CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH



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Subject: CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH

| | |
|---|------------------------|
| Approx. Estimated Value. | Rs. 20.00 Crores |
| EMD (Earnest Money Deposit) | Rs. 0.40 Crores |
| Completion Period | 12 Months |
| Pre bid Meeting Date | 29.01.2025 |
| Due Date & Time for Submission of Tenders | 1400 Hrs on 11.02.2025 |
| Date & Time of Opening of Technical Bid | 1500 Hrs on 11.02.2025 |
| Defect liability Period | One year (12 months) |

Bids are invited from reputed contractors for Construction of Pre-engineered buildings and associated works in EPC Mode (Design and Build basis)

Bids should be submitted online (E-mode) in SRM Portal in Two-Bid system as below:

- (1) Technical Bid
- (2) Commercial Bid

Note:

(1) Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.

(2) No commercial terms to be indicated in the technical bid else the offers of such bidders will be rejected and not considered for further commercial evaluation.

(3) All the technical documents are to be uploaded in the C-FOLDER.

(4) Price: Lumpsum Price inclusive of all taxes and duties to be furnished in the "Items" tab of Price BID containing Single line item.

*** Complete Price Break-up as per BOQ to be uploaded in the "price and attachments" tab of the Bid (Rfx).**

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2. NOTICE INVITING TENDER (NIT)

BRIEF ABOUT BEML:

BEML limited is a premier heavy engineering manufacturing company working in India for more than 60 years. The company is a Public Sector Schedule 'A' Company Undertaking under the Ministry of Defence, Govt of India. BEML Limited (formerly known as Bharat Earth Movers Limited) as a full-fledged corporation was established in 1964 with Bengaluru Complex as the mother unit and further manufacturing units were extended at Kolar gold field, Mysore & Palakkad.

PROPOSED WORKS:

To meet the business requirements, it is proposed to construct new PEB hangar and other connected facilities for a centralized stores warehouse in EPC Mode (Design and Build basis) in BEML Regional Office premises at Bilaspur, Chattisgarh state.

An area of around 2.63 acres (approx.) is proposed for development with required facilities. The proposed Layout of development is enclosed.

The work shall be executed on EPC Mode (Engineering, Procurement & Construction) which includes soil testing, structural design & drawings, construction & commissioning of hangar/buildings & structures for required related services and liasoning work to facilitate BEML for getting all local body clearances if required obtaining commencement certificate, completion/occupancy certificate if required in accordance with the approved layout plan and architectural/structural drawings.

1) General Instructions to Bidders

The Bidders are advised to carefully go through, read and understand these tender documents completely including terms and conditions, Annexure and Appendices etc. before submitting bids.

- (a) This NIT is not transferable under any circumstances.
- (b) All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- (c) All the corresponding documents shall be attached along with the quotation/offer
- (d) Late and/or incomplete tender shall not be considered.
- (e) Canvassing in any manner including unsolicited letters and request for post tender corrections

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shall render offers of such parties liable for rejection.

(f) Bidder shall ensure that all the information & documents submitted by them are true & correct.

(g) In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.

(h) In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity. The PBG shall also be encased as a result of consequence of breach of contract at the discretion of BEML.

(i) In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.

(j) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.

(k) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.

(l) All the documents shall be uploaded in SRM Portal.

(m) Fax/email quotations are not acceptable.

(n) BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

This tender document is available on BEML SRM E-portal (i.e <http://www.bemlindia.in/eprocurement/demo.php>), BEML website (www.bemlindia.in) & CPPP portal for downloading and study of documents. However potential bidders have to submit their bids in BEML SRM E-portal only.

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141 on working days from Monday to Friday

Note: To participate in this e-tender bidder should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

1.1 Clarifications

A Bidder requiring any technical / document clarification may obtain clarification during pre-bid meeting or may e-mail to

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Asst. General Manager-Civil, BEML Ltd, Bangalore,
Contact No. 080-22963153 & 9845608508
e-mail: bharatbhushan.p@bemltd.in

Manager-Civil, BEML, KGF
Contact no. +91 9449975718
e-mail: badrinath.ks@bemltd.in

The Regional Head,
Bilaspur Regional office
Ph: 7780976171
e-mail: onkar.nath@bemltd.in & mv@beml.co.in

(2) Requisite of Bidders:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification criteria'. Bidder should meet the following requirements.

(a) The Bidder shall be any private, public, quasi govt. organization and must be registered company and valid GSTN, PAN ESI, EPF & CIN etc.,

(b) Bidder must fulfill qualification criteria of tender.

(c) Must Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.

(d) Bidder must not be stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes.

(e) Bidder must not be convicted (within Five years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of public sector undertaking/Government of India from participation in Tender Processes of all of its entities, for:

offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or

offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

(f) Bidder must not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

(g) Bidder must not have an association (as a bidder/ partner/ director/ employee in any capacity) Of any retired personnel (of Gazette Rank) or any retired Gazette Officer of the Central or State

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Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling- off period from their erstwhile organization.

(h) Bidder must not have an association of the near relations of executives of BEML involved in this Tender Process.

(i) Bidder must not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

(3) Pre-Bid Meeting:

The bidders or their authorized representative with the authorization letter of the firm is invited to attend the PRE-BID MEETING which will take place at BEML LIMITED, REGIONAL OFFICE, BILASPUR, CHATTISGARH (STATE) on date & time as stated in the Tender.

The purpose of the Pre-Bid meeting will be to clarify issues related to the tender and to answer Questions on any matter that may be raised at that stage.

Bidder are allowed to visit site, examine and obtain all information required and satisfy himself/herself before submission of the Tender. Ignorance of site condition shall not be entertained by BEML at a later date.

(4) Submission of Bids:

Tender is in TWO-BID system (Technical & Commercial Bid) Bids should be submitted e-mode (SRM Portal) only as follows:

a) Submission of Technical bid (without price):

(i) The Bidder should upload all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.

(ii) The price details/commercial bid details should not be given in the technical bid. If any of the bidder have given any price/commercial details in the technical bid, their offer is liable for rejection and will not be considered for further evaluation.

(iii) Technical Bid will be opened on date and time of bid opening and the commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation after technical evaluation.

b) Submission of Commercial bid:

(i) Price Bid to be submitted through e-mode in SRM portal.

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(ii) Price details in specified field on SRM Portal to be submitted.

(iii) The Commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation.

Note:

a) Bids must be uploaded on or before the last date/extended date for submission mentioned in Tender Notice/amendment.

b) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause). Bidder must comply with the conditions of the e Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

c) BEML at its sole discretion reserves the right to seek the hard copies of the documents which are already been uploaded in SRM, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required.

In such cases, only the documents uploaded in SRM platform in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.

(5) Bid Opening

Bids received shall be opened online at the specified date and time given in NIT or extended date and time. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day.

(6) Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) Reject any or all of the Bids, or
- b) Cancel the tender process; or
- c) Abandon the procurement of the Services; or
- d) Issue another tender for identical or similar Services

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3. TENDER DETAILS

This is an E-mode of Tendering through SRM, any manual or technical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the Bidders. The Bidders shall not have claim whatsoever in this regard.

The Experience and requisite Documents should be in the name of Bidder only and prior experience as any other business entity and / or requisite documents in the name of any other business entity shall not be considered.

A. Qualification Criteria: Bidders has to upload all supporting documents duly self-attested with seal along with the Tender for the following criteria failing which offer is liable for rejection.

1. Annual Turn Over: Average annual turnover during the last 3 years, ending March 31.03.2024, should be at least 30% of the approximate estimated amount. Profit & loss statement duly certified by chartered accountant shall be considered for evaluation of turnover for the respective financial Year.

2. Experience: Experience of having successfully completed similar nature of CIVIL WORKS during last 7 years ending last day of month previous to the one in which applications are invited shall be either of the following:

a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned in the tender.

Or

b) Two similar completed works each costing not less than an amount equal to 50% of estimated value mentioned in the tender.

Or

c) One similar completed works each costing not less than an amount equal to 80% of estimated value mentioned in the tender.

Note:

I. The experience certificate shall be considered only in the cases of works completed in full and complete.

II. The work shall be completed as a whole. Partial value / IN-complete work shall not be considered.

III. In case of works combined with civil, electrical and utility services, the experience in similar nature of work shall include civil as well as electrical and utility services.

IV. In case of experience certificate obtained from organizations other than Government organizations/Public Sectors, the same shall be supported with TDS certificate by the contractor.

V. The meaning of "Similar work" for the purpose of tender is defined as civil works including electrical works.

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VI. Work experience completed under JV / as a sub-contract shall not be considered for evaluation of experience criteria.

3. The Agency has to comply with the provisions of ESI & PF act. The Agency shall be required to indemnify BEML for any liabilities arising on account of ESI & PF act as per the Performa in the tender document.

4. Registration certificate for GST No. to be uploaded

5. Copy of PAN card issued by income tax authority to be uploaded.

6. Details of ECS viz., Name of Bank, MICR No, Branch, Account No. where payments are to be credited to be uploaded.

B. Submission of EMD (Earnest Money Deposit):

EMD: The bidders shall submit EMD along with their bids. The EMD/bid security shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the Nationalised/Scheduled banks or online payment in an acceptable form or Exemption certificate for EMD

The scanned image of earnest money deposit to be uploaded online in technical bid and original one to be submitted to the address mentioned below so as to reach Latest by last date of submission subscribing the tender No & work description on envelope.

The EMD amount can be submitted in any one of following mode as detailed below:

(i) Earnest Money Deposit as specified to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favor of "BEML Limited" payable at Bangalore, from a Nationalized Bank / Scheduled Bank.

(ii) Online Payment of EMD amount can be made as mentioned below:

Bidder may do the NEFT/RTGS payment to the following bank details

Account Number: **10102785035**

Name: **State Bank of India (SBI)**

BRANCH: TIFRA, BILASPUR(C.G.)

IFSC CODE: **SBIN0006276**

(iii) Payment of EMD amount through Bank Guarantee:

An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favor of the Purchaser as per format in **Annexure-III** having a validity period of bid validity + 45 days from the date of opening of Tender.

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(iv) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said EMD Exemption Certificate or Online submitted acknowledgement scanned copy shall be uploaded in technical bid.

Note: The Bidders who have not uploaded proof of EMD submission in any form mentioned above along with technical bid document before closing date & time of the tender will be liable for rejection.

(v) Earnest Money Deposit (EMD) :

Method for Payment of EMD (Earnest Money Deposit) :

EMD (Rs.0.40 Crores) to be deposited in particular Bank a/c and the same will be used for refund.

1. Seller Details.

| SELLER DETAILS | | |
|---------------------|-----------------|---------|
| Sl No | DESCRIPTION | DETAILS |
| 1 | SELLER NAME | |
| 2 | ADDRESS | |
| 3 | PIN CODE | |
| 4 | STATE | |
| 5 | CONTACT PERSON | |
| 6 | MOB-NO | |
| 7 | E-MAIL ID | |
| SELLER BANK DETAILS | | |
| 8 | BANK NAME | |
| 9 | A/C NO | |
| 10 | IFSC CODE | |
| 11 | BANK MAIL ID | |
| 12 | BANK CONTACT NO | |
| SIGNATURE | | |
| WITH SEAL | | |

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BEML BANK DETAILS

| SL NO | DESCRIPTION | DETAIL |
|-------|-------------|--------|
| 1 | BANK NAME | |
| 2 | BRANCH | |
| 3 | ACCOUNT NO. | |
| 4 | IFSC code | |

General Instructions with regard to EMD:

- (a) Bid submitted online without submission of EMD/**EMD Exemption Certificate** in-time will not be considered.
- (b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- (c) EMD lesser than mentioned in tender will not be accepted and the quotation is liable to be rejected.
- (d) EMD of technical disqualified bidder's will be returned.
- (e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- (f) EMD does not carry any interest on return.
- (g) **EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy for Micro and Small Enterprises (MSEs) based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids**

C. Forfeiture of Earnest Money Deposit (EMD):

Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.

If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.

if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever

If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.

If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and encashing of Performance Bank Guarantee.

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The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

Details of EMD online payment acknowledgements / documents of MSE / NSIC (firms claiming EMD waiver) & Integrity pact have to be uploaded in the technical BID and Original DD/Banker's cheque/exemption certificate has to be submitted to below mentioned address on or before tender closing date and time.

The Deputy General Manager (Head – Regional Office)
BEML LIMITED.,
BILASPUR
CHATTISGARH

Note :Demand Draft / Bankers cheque / Pay Order /bank guarantee/exemption certificate should reach the above-mentioned address before 1400 Hrs on the last/extended date of submission for tender, failing which tender will not be considered. Any postal delay or any other reasons what so ever may be will not be considered. The tender will be liable for rejection.

(D) Submission of Integrity pact: Bidders shall submit filled, signed & sealed Integrity Pact with the BEML as per 'Format: Integrity Pact'. Bids without filled, signed & sealed Integrity Pact shall be liable for rejection. (Integrity Pact is applicable if the Estimated value is more than Rs. 1.00 Crore) Integrity pact have to be uploaded in the technical BID.

The bidder / contractor should upload duly signed & stamped Integrity Pact (if the tender value is more than or equal to Rs.1.00 crore) as per prescribed format (APPENDIX- A) on plain paper as part of technical bid.

The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address. The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.

The Integrity Pact envisages an agreement between the prospective Bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

(E) General Terms:

(1) Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and / or have record of poor performance such as abandoning the works, not properly completing the

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contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.

(2) Bid Documents duly filled & uploaded within the last date of submission as mentioned in the tender. The last date for receipt of Tender will not be extended & if any extension, it will be at BEML discretion.

(F) CLARIFICATION ON TECHNICAL BID EVALUATION.

(1) During evaluation and comparison of bids, BEML may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing through registered/speed post/email within the specified date. If the Bidders does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

(2) BEML also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

Note:

Corrigendum / addendum / amendments / clarification, etc., with respect to works, if any, shall be hosted in BEML e-portal SRM. Bidders are advised to visit BEML e-portal regularly as no separate information/advertisement shall be published in the newspaper or no other communication in this regard including any postponement of tender closing date.

4. SCOPE OF WORK

SCOPE OF WORK FOR CENTRALISED WARE HOUSE IN BEML REGIONAL OFFICE, BILASPUR

GENERAL:

1. The works has to be carried-out on Engineering, Procurement & Construction (EPC) i.e. Design & Build concept (on Turn-key basis)
2. Total existing Regional office site area: 8.50 Acres approximately (750' feet length X 500 feet width)
3. The available area for development/construction is approximately 1 x 750' X 150' - 2.63 acres approximately
4. The site has to be surveyed for levels,
5. Soil testing for arriving SBC at required locations.
6. Submission of 02 optional 2D layout plans for the approval of BEML
7. Submission of 3D views minimum 2 views for each structure for the finalized layout plan
8. Making suitable corrections & submission of final 2D layouts plans and 3D views. Preparation and submission of 3D walk through presentation for the entire project covering roads, hard standing, common areas, proposed structures etc.
9. All the structures have to be designed as per relevant prevailing IS codes.
10. Testing of materials has to be carried out as per relevant prevailing IS codes.
11. Testing of concrete for compressive strength (for every 30 Cu.M of concrete) for both 7 days & 28 days
12. Obtaining licence / approvals / NOC from respective local authorities viz: Municipal / Corporation / Factory Inspectorate / Electric supply company / fire safety etc. Any statutory fees paid to the respective authorities will be reimbursed by BEML based on production of receipt/ documentary evidence of having paid to the authorities. The contractor has to comply and, if necessary, resubmit applications as required by the local bodies. If required the contractor has to appoint at his own cost, consultants for obtaining local body approval. The documents prepared shall be submitted to BEML for record. All the documents created out of the assignment will become the sole property of the BEML. Applications and receipts submitted to local bodies for statutory approvals shall be submitted to BEML for records.

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13. All the structures proposed are to be constructed considering floor level a minimum of 600mm above the existing road level.
14. The bidders may please note that the proposed site / land/ terrain is at a lower level than the existing road level.
15. Preparation of Architectural & Structural Designs of various structures, office accommodations, Entries to each structure, hardstanding all- around structures and buildings, Electrical, toilet blocks, water sump with all connected pipelines for supply of water, sanitary lines connecting to Sewage treatment plant, storm water drains connected to rain water harvesting pond, Electrical works, plumbing works, Fire & safety works, Detailed Designs of Services, external development, roads and pavements, signage's etc. complete as per requirements. It shall also include modifications, if any, required in the master plan and concept plans to meet the conformance to the local bye laws and the same, shall be done with the approval of BEML LTD
16. Preparation of drawing for execution with civil, structural, electrical, plumbing & sanitary, fire, data cabling, telephone services etc.
17. Obtaining proof checking of structural designs and drawings from any IITs, NITs, IISC.
18. The work shall also include clearance of jungle, cutting of all existing trees as required, services and utilities including removal of debris and foundations of the existing structures including steel structure, concrete platforms, filling up to required levels and site formation etc., complete.
19. Supervision of works with required quality assurance.
20. All safety norms as per requirement to be ensured by the contractor at site
21. Obtaining approval of electrical drawings from Central/ State Electrical Inspectorate, as applicable.
22. The scope of work includes dismantling, if any, of the required services and utilities falling in the project area and supporting/shifting & making functional existing services/sewerage and water supply lines etc. The contractor shall properly take care & safe guard all the existing services in the area while execution of work.
23. Scope of work contained in the paras mentioned below is only indicative and not exhaustive. In addition, the contractor shall be responsible for executing all items required for completing the building/ development activities in all respects to make it habitable

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and ready for occupation etc. complete, as per the drawings furnished for execution duly certified.

24. Planning, designing and construction/ installation of Under Ground Sump for water supply, Domestic water tank including installing of pumps, stand by pumps, as per approval.
25. Storm water drains for proper drainage of rain water to the rain water harvesting system. Any structural design required shall be carried by the tenderer at his own cost. Nothing extra shall be payable in this regard.
26. All labour employed shall have ESI and EPF.
27. The above scope of work includes cost of all materials, manpower, equipment's, T&P (Tools & Plants), fixtures, accessories, watch & ward and all other essential elements for completion and maintenance of works as aforesaid whatsoever.
28. Illumination at any given point of location should be as per IS standards
29. Construction of following buildings/structures are included in the scope of the present tender/work:

| Sl. No. | Description | Type of buildings | No. of Units | L in Ft | W in Ft | Area | Unit |
|---------|---|-------------------|--------------|---------|---------|--------|------|
| 1 | Receiving, holding, packing, dispatch | PEB | 1 | 460 | 150 | 69,000 | Sqft |
| 2 | External Common Toilets | RCC | 2 | 20 | 20 | 800 | Sqft |
| 3 | Security room | RCC | 1 | 20 | 20 | 400 | Sqft |
| 4 | Rain water drainage system | RCC | 1 | | | 1 | Job |
| 5 | Roads & hardstanding in open area to withstand 50-ton | | 1 | 50,000 | | 50,000 | Sqft |

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| | | | | | | | | |
|--|----|---|-----|---|-----|----|-------|------|
| SCOPE OF WORK FOR INDIVIDUAL STRUCTURES: | | capacity / load vehicle movement | | | | | | |
| | 6 | New entrance/ security gates | RCC | 1 | | | 1 | LS |
| | 7 | Sump 25000 litres capacity | RCC | 1 | | | 1 | No. |
| | 8 | REQUIRED ADDITIONAL ELECTRICAL POWER / LOAD SANCTION, NEW TRANSFORMER: | | | | | 1 | LS |
| | 9 | STP plant 25 KLD along with connecting all Toilets with UGD | | 1 | | | 1 | No. |
| | 10 | Dismantling of dilapidated structures and carting away debries | | 1 | | | 1 | LS |
| | 11 | EOT 5 Ton along with rails for 50 ft length on either side | | 1 | | | 1 | Nos. |
| | 12 | EOT 10 Ton along with rails for 50 ft length on either side | | 1 | | | 1 | Nos. |
| | 13 | Providing chain link fencing for a height of 6' & length of 900' approximately with 12 ft wide gates at two locations | | 1 | | | 1 | LS |
| | 14 | Covered yard | PEB | 1 | 100 | 80 | 8,000 | Sqft |

ING, DISPATCH

- Pre-Engineered Building to be constructed including painting for all steel surfaces
- Size of the structure: Approx. 460 ft X 150 ft
- Gantry level / Crane level: 8 M (approx. 26 ft) near receiving area & dispatch area.
- Roof Truss bottom chord level-9.50 M (approx. 31 Ft).
- Structure has to be designed for carrying minimum 20 Ton capacity EOT cranes Receiving stores area & dispatch store area where EOT cranes are proposed. Rest of the structure is

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to be designed suitably for store requirement

- f) Flooring to be designed for bearing a load of 50T vehicle movement at any point of location.
- g) UPVC Windows in side walls three track with grill & mesh.
- h) Around masonry wall upto lintel height and balance height with cladding sheets with louvers and mesh. Internal partition walls separating holding area, packing & dispatch shall be of MS structural support frame covered with galvalume 0.5mm thick on one side upto ridge level
- i) Turbo ventilators-60 nos to be provided for the entire stores area
- j) Plastering and painting for masonry walls.
- k) Enamel paint for all structural steel members of the stores over a coat of primer
- l) Motorized rolling shutter 7 nos. - each 15 ft wide. Painting for rolling shutters.
- m) Required Electrical works for the structure, for EOT, lighting, general purposes, including safety aspects etc.
- n) Roofing & Cladding: Color coated PUF insulated Galvalume sheets 50mm thick and poly carbonate sheets 3mm thick for day light in alternate bays/ required intervals etc. for roofing. Profile galvalume sheets of 0.50mm thick has to be provided for cladding.
- o) Office accommodation viz., chamber with false ceiling-01no. with attached toilet, cubicles-04 nos for staff: glazed partitions along with Vitrified tiled flooring including toilet facility. Anti-skid floor tiles, glazed dadoo tiles, required sanitary fitting, plumbing fittings, doors, exhaust fans, ceiling fans, LED light fittings etc.,
- p) Air-condition for Office/chamber.
- q) Required firefighting system with Fire extinguisher to be provided where ever required.
- r) 4 nos. of HVLS fans to be provided.
- s) Cubicals of (15 ft X 10ft – 4 Nos), Chamber – 12 ft X 10 ft-1 no.), Toilet – (10ft X 10 ft – 1 no.), Attached toilet (5 ft X 10 ft-1 No.) to be provided

2. COMMON EXTERNAL TOILET BLOCK – 2 Nos.

- a) RCC structure
- b) Area of toilet block: each approx. 400 Sq.ft
- c) Internal & external masonry walls with RCC roof slab.
- d) Plastering and painting for masonry walls, steel and wood/ WPC surfaces
- e) Required Electrical works for the structure & general purposes, etc
- f) Glazed tiles for walls & anti skid tiles for flooring in toilet
- g) HDPE over head tanks of required capacity, branded plumbing, sanitary fittings etc
- h) Doors – WPC doors with door frames, Ventilators – UPVC, MS grills
- i) Necessary sanitary fittings to be provided like EWC, IWC, Urinals, Flush tanks, Wash basins, taps, plumbing & sanitary lines etc.

3. SECURITY ROOMS – 1 Nos.

- a) RCC framed structure building

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- b) Area of the building: approx.. 400 Sq.ft with toilet facility
- c) UPVC Windows in side walls three track with grill & mesh along with roller blinds
- d) WPC doors with door frames, ventilator grills
- e) Vitrified tiled flooring
- f) Internal & external masonry walls with RCC roof slab.
- g) Glazed tiles for walls & anti-skid tiles for flooring in toilet
- h) Plastering and painting for masonry walls, steel and wood/ WPC surfaces
- i) Required Electrical works for the structure & general purposes etc.
- j) HDPE overhead tanks of required capacity, branded plumbing, sanitary fittings etc.,
- k) CCTVs installation with required cabling, TV 42" – 45"- 01 no. equipped with necessary accessories

4. STORM WATER DRAINS

- a) The existing old drainage system if any coming in the way of new proposed drains to be dismantled.
- b) Open RCC drains are to be provided with minimum of 6" side walls and along with necessary foundation
- c) Deck slabs at required locations viz: entrances of building / structure, cross drains etc. for movement of 50 T capacity wheeled vehicles.
- d) Proper Slope to be maintained for run-off of rain water

5. CONCRETE ROADS & HARDSTANDING:

- a) Provision of new roads, widening of existing roads, hard-standing (open yard) at required locations are to be provided for movement of 50 T capacity wheeled vehicles
- b) Approximate area of work to be carried out: approx. 50,000 Sq.ft

6. NEW ENTRANCE/SECURITY GATE:

- a) Architectural elevation for the main entry to Regional Office premises with ornamental gates & required lighting, granite cladding, required painting works etc
- b) Installation of BEML Logo, sign boards etc. with focus lights to be provided.

7. SUMP OF CAPACITY 25,000 LITRES – 1 No.

- a) RCC ground level sump to be provided
- b) Water proofing to be carried out with necessary ladder
- c) To be elevated approx. 1.50 ft above the ground level
- d) Necessary motor along with pipe lines for lifting water from sump to Overhead tank to be provided.

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8. REQUIRED ADDITIONAL ELECTRICAL POWER / LOAD SANCTION, NEW TRANSFORMER:

- a) Required electrical additional power sanction has to be obtained.
- b) Statutory fees will be reimbursed against submission of receipts.
- c) Steel poles of required height have to be provided for illumination purpose with light fittings.
- d) Underground cabling work to be carried out with control switches at required locations.

9. SEWAGE TREATMENT PLANT OF 25 KLD CAPACITY:

- a) RCC structure to be provided for STP plant for required operations at suitable location.
- b) Plant & machinery to be provided
- c) UGD lines along with Manholes have to be provided from all sanitary outlets of buildings to STP plant
- d) Electrical connections along with cabling, lighting etc., to be provided
- e) Outlet drains have to be provided.

10. DISMANTLING OF DILAPIDATED STRUCTURES AND OLD STRUCTURES

- a) The old, dilapidated structures existing in the proposed area are to be demolished
- b) The debris has to be shifted and carted away outside BEML premises

11. EOT- 5 TON OF REPUTED MANUFACTURER – 1 No.

- a) Supplying, installation, testing and commissioning of 5 Ton with rails (for 50 feet length both ways) in Receiving stores area
- b) Required electrical connection to EOT and trail run
- c) Gantry level / Crane level: 8 M (approx. 26 ft) only for 50 feet crane movement length.

12. EOT- 10 TON OF REPUTED MANUFACTURER – 1 No.

- a) Supplying, installation, testing and commissioning of 10 Ton with rails (for 50 feet length both ways) in Dispatch stores area
- b) Required electrical connection to EOT and trail run
- c) Gantry level / Crane level: 8 M (approx. 26 ft) only for 50 feet crane movement length.

13. CHAIN LINK FENCE WITH ENTRY & EXIT GATES -APPROX.900 Ft. LENGTH

- a. GI Chain link fence of 50mm X 50mm X 2mm gauge with 35 GSM COATING with alround MS famed structure supports, vertical MS structural steel members for holding the fence. Approx. 900 Ft Length and 6Ft Height
- b. MS Gates -02 nos 12 Ft wide each for entry and exit.

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- c. Enamel paint for all MS members over a coat of primer
- d. Necessary civil works for fence-foundation, PCC, RCC & masonry work
- e. Plastering & painting for masonry & concrete members

14. COVERED YARD

- a) Pre-Engineered Building to be constructed
- b) Size of the structure: Approx. 100 ft 80 ft
- c) Roof Truss bottom chord level-6.00 M (approx. 20 Ft).
- d) Flooring to be designed for bearing a load of 50T vehicle movement at any point of location.
- e) Around masonry wall upto 4 feet masonry wall Necessary entrance to be provided.
- f) Plastering and painting for masonry walls.
- g) Enamel paint for all structural steel members of the stores over a coat of primer
- h) Required Electrical works for the structure, lighting, general purposes, including safety aspects etc.
- i) Roofing & Cladding: Color coated PUF insulated galvalume sheets 50mm thick and profile galvalume sheets of 0.50mm thick for cladding upto 1.00M below the bottom chord level.



Layout plan.pdf



Location plan.pdf

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5. SUBMISSION OF BIDS IN SRM PORTAL

1. Submission of Technical Bid (Through e-mode on BEML SRM system)

The technical bids shall be uploaded in SRM e-portal only.

Please upload the following scanned documents in the Collaboration Folder in the E-portal as part of Technical Bid. Bidders will be technically qualified based on providing documentary proof for each of the eligibility & qualification criteria clause. If bidder is not complying for these clauses or not uploaded required documents, their bid will be liable for rejection.

Final technical acceptance of the bid will be based on the documentary evidence and if a bidder fails to upload/provide documentary evidences, in such cases bid will be rejected.

Bidders will be technically qualified based on providing documentary proof for each of the below mentioned documents in Technical Bid.

| Ref. No. | Particulars | Details to be uploaded by Contractor/Firm |
|----------|--|--|
| 1 | Bidder has to upload the compliance of Scope of work | Upload compliance for scope of work |
| 2 | Bidder has to upload the compliance of Bill of Quantity (BOQ) As indicated in Appendix – F | Upload compliance for BOQ as per Appendix – F |
| 3 | Turnover: Average annual turnover during the last 3 years, ending March 31.03.2024, should be at least 30% of the approximate estimated amount put to tender. Profit & loss statement duly certified by chartered accountant for evaluation of turnover for the respective financial Year. | Audited copies of Profit & Loss account balance sheet for previous three financial years shall be uploaded in the c- folder. |
| 4 | Experience: Experience of having successfully completed similar Civil works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following: a) Three similar completed works each costing not | Documentary proof i.e, Completion certificates clearly indicating the value of the order, final bill value, date of completion etc., shall be uploaded in the c- folder. |

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| | | |
|---|--|---|
| | <p>less than an amount equal to 40% of estimated value mentioned against work in the tender notice.</p> <p>Or</p> <p>b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against work in the tender notice.</p> <p>Or</p> <p>c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against work in the tender notice.</p> <p>Note: In case of experience certificate obtained from other than Government organizations/Public Sectors, the same shall be supported with TDS certificate by the contractor.</p> | |
| 5 | Submission of Integrity pact: | The bidder should upload signed Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & addresses per the Appendix – A |
| 6 | EMD Details | Confirmation the submission of EMD. Bidder shall upload reference document of EMD payments/exemption certificate. |
| 7 | Contact Details of Supplier | Upload detail filled and signed and sealed as per Appendix B |
| 8 | NIT ACCEPTENCE LETTER: Letter has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Upload filled and signed and sealed as per Appendix C |

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| | | |
|----|---|---|
| 9 | UNDERTAKING: The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | Upload filled and signed and sealed as per Appendix D |
| 10 | The bidder / Contractor must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN details ii. GST Registration details/ Certificate iii. Copies of ESI & PF Registration details | Upload scanned copies |

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (3) Please ensure that no price details are mentioned in the technical bid. Offers with price details in Technical Bid will not be considered & liable for rejection.
- (4) Technical bid will be considered subject to receipt of EMD or EMD Exemption certificate in technical bid.
- (5) Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.
- (6) BEML may seek confirmation from customers regarding satisfactory work completion/ technically capabilities of the Bidders. Bidders are responsible for providing the documents required like satisfactory work completion and facilitate BEML seeking confirmation of the Bidder technical capabilities from the customers.
- (7) In the event of a tender being submitted by a Partnership Firm, it is necessary to upload the Partnership Deed along with name of the authorized signatory to deal on this contract through a Power of Attorney by the other partners. The copy of the power of attorney along with the tender shall be uploaded.

2. SUBMISSION of COMMERCIAL BID – (Through e-mode on BEML SRM system)

Bidders shall bid prices using price condition tab/as prompted in SRM portal. Bidders to quote by entering basic price and as applicable IGST or CGST & SGST or UGST rate in percentage in SRM portal.

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The bidder should be very careful and check quoted prices carefully.

Duly filled Bill of Quantities with PRICE as per BILL OF QUANTITIES should be uploaded in SRM portal at 'Notes and Attachments' in header level in commercial bid C - folder.

- (a) Price details sent through Manual Mode/Fax/E-mail will lead to rejection of the Bid.
- (b) Price bid of only technically accepted offers will be opened subsequently.

6. INSTRUCTIONS TO BIDDERS

1. Bid Validity: The tender shall be valid for 90 days from the last date of submission of the tender. In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day. In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
2. BEML Limited shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
3. Late tenders and conditional tenders are liable to be rejected. The Company does not bind itself to accept the lowest or any tender or give any reasons for not doing so.
4. The Bidders shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Bidders are expected to clarify only such points as asked for specifically by the Purchasing Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the Bidder shall be liable for damages to the Company in consequence thereof. He shall, in addition, forfeit to the Company the EMD.
5. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
6. Bidders shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.
7. The submission of a tender by a Bidder implies that he has read all the terms and condition of tender and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.
8. This instruction shall be deemed to form an integral part of the contract to be entered for this work.
9. Should a Bidder find discrepancies of omissions in the drawings or any of the tender documents or should be in doubt as to their meanings he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder 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.

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10. The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer in- Charge after acceptance of work.
11. If the Bidder deliberately gives wrong information in his tender or creates conditions favourable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the Bidder like non-issue of tenders etc., as deemed fit by the Accepting Officer.
12. The Bidder shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the Bidder.
13. In the event of a tender being submitted by a Partnership Firm, it is necessary to upload the Partnership Deed along with name of the authorized signatory to deal on this contract through a Power of Attorney by the other partners. The copy of the power of attorney along with the tender shall be uploaded.
14. All concrete shall generally conform to I.S. 456. Any concrete that does not conform to required strength shall be redone at the cost of contractors. Concrete cubes will be prepared by the contractors and same to be tested as per code of practice at the cost of contractor as directed by Engineer- In-Charge.
15. Plank/Steel shuttering shall only be used as ordered by the Engineer-in-charge. The concrete shall be consolidated by Mechanical Vibrator, as directed by Engineer-in-charge.
16. Bailing out of water/rain water, if required during excavation, shall be the responsibility of the contractor and no extra payment shall be allowed for bailing out of sub soil water.
17. Works shall be executed with the materials of Indian standards specifications of approved quality and manufacture and best workmanship.
18. Manufactured Sand can be used in Civil Works including plastering works.
19. After price bid evaluation, the lowest tender has to submit the original documents for verification and for award of work if requested by BEML. If the document submitted is found fake PEMD/EMD shall be forfeited and agency is liable for rejection and debarring minimum two years from quoting to BEML.
20. In case of any increase/decrease in new taxes or introduction of new taxes by enactment of law by the State or Central Govt after the submission of the tender or during the tenure of contract, such increase/decrease in tax will be reimbursed to the extent applicable to that contract on production of proof of remittance.
21. The Contractor may use Ready Mixed Concrete (R.M.C) without claiming for any extra cost subjected to satisfying the following conditions. The agency which supplies R.M.C to be got

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approved by BEML. The R.M.C shall comply with the requirements of approved design mix and the quality plan for the same shall include the Supplier's certificate along with inspection of materials in the bins at the site of mixing by BEML at the cost of Contractor.

22. Works comprising of concreting work exceeding 6 cum per day involving casting of flooring, roofing, columns Retaining wall and other RCC members may compulsorily be undertaken with ready mix concrete or as directed by Engineer-in-Charge.

23. Technically accepted and valid lowest offer [L1] including GST, all tax and duties is considered as successful bidder at the time of Commercial Bid Evaluation.

24. Procuring Entity - Rights and Disclaimers

(a) The Procuring Entity

Bids are to be addressed to the BEML. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, counterpart Contract Manager/ Civil Engineer-In-charge (or Contract Management Team); interim/ ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

(b) Right to Intellectual Property and confidentiality:

(I) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

(II) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

(III) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

(IV) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

a) now or hereafter is or enters the public domain through no fault of Bidder;

b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;

c) Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

(V) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

c) Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the

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Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

a) Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standee in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redresses proceedings.

b) Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

c) Regarding Tender Document:

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

d) Facilities to be Provided by the Procuring Entity

(I) Unless otherwise stipulated in the Tender Document, no Facilities (including Reference

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Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.

(II) Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Services.

(III) If so, stipulated in the Tender Document, The Procuring Entity may hire to the contractor non-key Equipment owned and separable by Procuring Entity for use during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

25. Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

26. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

27. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/Help Desk as mentioned in NIT, provided the clarifications are raised before the clarification end

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date mentioned in NIT (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum.

28. Preparation of Bids

a) The bid

(I) Language of the bid

Unless otherwise stipulated in the Tender document, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

(II) Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after complete and careful examination, made an independent evaluation of the Site/local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time-to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

(III) Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or another costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

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(IV) Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

(V) Alternate Bids not allowed.

Unless otherwise stipulated in the NIT/ Tender document, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

31. General:

(I) BEML reserves right to reject the tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

(II) Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.

(III) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders, they are not eligible to participate in this tender.

(IV) BEML may decide to scrap the tender/re-float the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Bidders or any obligation to inform affected Bidder, the grounds of such action.

(V) BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.

(VI) BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.

(VII) The Tender / Notice Inviting Tender is not an offer or a contract.

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(VIII) Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.

(IX) BEML's decision is final for Evaluation of the offers.

7. GENERAL CONDITIONS OF CONTRACT

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

1. INTERPRETATION CLAUSE:

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

2. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

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

3. CONTRACTOR TO EXECUTE CONTRACT WITH THE COMPANY:

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

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

The contractor shall not assign or make over the contract to any other person, or underlet it,

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or make a sub-contract with any workmen or workman for the execution of any part of work(s), but shall employ his own workmen for the labour thereof, who shall be paid by him in wages by the day. And in case the Contractor assigns or makes over the contract, or underlet or make sub-contract, contrary to this clause or either himself or his agents give any gratuity to any employee of the Company, the company shall be at liberty to terminate the contract.

5. TENDER OR AGREED RATE:

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

6. In the event of anything evidently necessary to the due and complete performance of the works being omitted to be shown on the drawings or described in the specification or being omitted from the Bill of Quantities through oversight or error, the contractor shall, notwithstanding, execute (in the most perfect manner) all such works the same as if they had been severally shown, described and included without being entitled to make any extra claim or charge.

7. The contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of the sub-soil, the three dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works the subject of the contract, and he shall also inspect the site of the works and surroundings, the means of access there to and egress therefrom and shall generally obtain his own information on all matters and things which can in any manner influence his tender, No claims for extra works otherwise will be allowed in consequence of any misunderstandings, error or incorrect information on these points, or of any other in-accuracies in reference thereto, which may appear on the drawings, or in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error incorrect information or in-accuracies.

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

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

The Company shall, with the Engineer in charge written order to commence the works, give to the contractor, the use of so much of the site of works, as may in the opinion of the Chief Engineer be required in order to enable the contractor to commence and continue the

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construction of the works, and shall from time to time as works proceed give the contractor the use of such further portions of such site as the Engineer in charge may from time to time consider proper in that behalf, but the non delivery in manner aforesaid of the use of such site or any portion thereof shall not vitiate or affect the contract, nor any provision contained in the specification nor entitle the contractor to any increased allowance in respect of money.

9. SETTING OUT WORKS AND NOTICES:

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

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

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

11. NIGHT WORKS:

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

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

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

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fences on the site of works where required by the Engineer-in-charge.

13. TEST MATERIALS:

All the materials to be used in and on every part of the works shall be subjected from time to time to such tests as the Consultant and Engineer in charge may direct. Such tests shall be performed at the expense of the contractor but the Company shall refund to the Contractor the actual cost of testing any of the materials which are proved to conform with the conditions of the specifications but the samples shall be, in all cases, selected by the Engineer in charge, and supplied by the contractor as part of the contract. If, at any time, any materials so tested is not equal to the test for such materials, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefor, but in the absence of any specified test, the decision of the Engineer in charge, shall be final as to whether the said material or materials shall be used in the works, or forthwith removed and other materials substituted.

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

All materials, tools, implements and other things brought by the Contractor upon Company's works shall there upon become and shall continue to be the absolute property of the Company and be considered in its possession, the Contractor 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 forth-with and cleared away. Nevertheless, the Company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

15. POWER TO VARY WORKS:

The Company shall have full power and authority from time to time, and at all times, to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and direction as may appear necessary or proper for the guidance of the contractor and the good and sufficient execution of the contract, and the contractor shall receive, execute, obey and be bound by the said further drawings, instruction and directions, according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications. The company shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly

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executed, to be removed, changed or altered, and if needed that other work shall be substituted in lieu thereof and the difference of expense occasioned by any such increase, diminution or alterations so ordered and directed shall be added to or deducted from the amount of the contract agreeable to the prices for similar works set forth in the Bill of Quantities, or failing which the Schedule of Prices attached hereto, and in the absence of any such similar work being scheduled, the Engineer in charge shall determine the amount to be paid for such additions or deductions. The company will in no case become liable to the payment of any charge in respect of any such conditions, alteration or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer in charge, nor unless such instructions distinctly states that the matter thereof is to be subject of an extra or varied charge, in the form of an order hereinafter set forth nor unless the claim thereof shall be made in writing, signed by the Contractor and in the form of claim herein as set forth and properly filled up nor unless such claim be made within the week in which the work is executed and materials used, and before the same shall have been placed out of view, or beyond check of measurement, nor unless the value of any altered or varied works, or any further works shall wherever practicable have been determined and settled before such altered, varied or further works shall have been commenced. Such value in case of dispute shall be ascertained by the Engineer in charge, who shall determine in all cases whether such previous determination and settlements were practicable or not, and in all the cases where 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 if it shall, in the opinion of the Engineer in charge, if any special instance become necessary to execute any additional or substituted work, either wholly or in part by the day the claim therefor, shall not be recognized unless the contractor shall have delivered to the Engineer-in-charge, within one working day, and so on from day to day a true and exact list of the name, occupations, time and wages of the several workmen engaged during the previous day on any and every such works in respect of when a charge 'BY THE DAY' is intended to be made in the next succeeding weekly claim of contractor, Nevertheless, no charge 'BY THE DAY' shall be made unless, in the opinion of the Engineer 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. All such instruction given by the Engineer in charge, shall be in the following form or as near there to as may be:

ORDER No:

CONTRACT No.

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

SUCH WORK
BEING IN

ADDITIONAL TO
SUBSTITUTION FOR

WORK INCLUDED
IN THE

tender, and we request you to omit the under mentioned work at the under mentioned

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prices, viz.

DATE:

SIGNATURE OF THE
ENGINEER-IN-CHARGE.

AND every claim shall be made in the following form:

CLAIM No: _____ CONTRACT No. _____

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

| Work Claimed For | | Number Of Engi- neer's Order | Price of Similar Work in Bill of Quantity of Schedule. | | Where no Similar Work in Bill of Quantity Of Schedule. | Amount claimed Rs. |
|------------------------|------------------------|---------------------------------|--|----------------|--|--------------------|
| Quan- tity in Mtrs. | Des- crip- tion. | | Number/ Number of items | Value of Item. | Schedule Price of Labour. | |

DATE:

SIGNATURE OF THE CONTRACTOR 'S

The claim shall be delivered to the Engineer-in-charge , for his examination before being transmitted by him to the Chief Engineer and shall be subject in all respect to the consideration, ratification and correction of the Chief Engineer who shall be at liberty to decide whether any such claim entitle the Contractor to any, and if so, what extra charges, according to the true meaning and intention of the specifications, and whether any and what allowance shall be made to the company in respect of any work or obligation to be performed under the contract and from the performance of which the contractor may be or become directly or consequently relived by reasons of any such additional or substituted works.

16. SUSPENSION OF WORK:

The Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Chief Engineer to do so and shall not resume work thereon until so directed in writing by the Chief Engineer. The Contractor will be allowed by the Chief Engineer an Extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the

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contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The contractors shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

17. WORKS TO BE EXECUTED IN APPROVED MANNER:

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

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

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

19. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED:

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the company or on the places where the operations are being carried out in connection with the works, which in the judgment of the Engineer in charge, is of an inferior description and improper to be used in works, the said materials shall be removed.

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All inferior workmanship or finish shall be amended by and at the cost of the contractor forthwith, or within such period or periods as the Engineer in charge, may direct, and the contractor shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Engineer in charge. In case the contractor neglects or refuses to remove such materials or comply with such directions it shall be lawful for the Chief Engineer, on behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish, so objected, to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Chief Engineer to deduct the expense thereby incurred, or to which the company may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to contractor, or to recover the same by action at law or otherwise from the contractor as the company may determine.

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

20. EMERGENCY POWERS:

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

21. OPENING TO BE MADE FOR EXAMINATION OF WORKS:

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

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

The contractor shall take special care, by the erection of temporary fences and by every

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

23. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

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

24. COVERING OF CONSTRUCTION SITE:

The Contractor shall, at his own expense, make arrangements to cover/wrap the construction site in mesh material of green color to prevent the dust from the escaping into the adjoining Properties or premises and atmosphere and also to prevent accidental fall of debris onto the people. The contractor at his own expense should make arrangements to

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remove the cover after completion of the work.

25. ROYALTIES:

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

26. REJECTED MATERIALS:

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

27. COMPANY'S PLANT:

No Company's plant, materials or Labour will ordinarily be lent or hired to the contractor. Exceptional cases must have the approval of the company in writing.

28. SCOPE OF COMPLETION:

Completion includes completion of all work in accordance with the plans and specifications, removal of all yard mess accumulated during construction, levelling and cleaning up the site and generally cleaning the whole building or works.

29. FINAL MEASUREMENTS TIME:

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

30. If a dispute arises between the company and contractor as to the quantity or quality of work, performed, involving sum larger than Rs.500.00, the contractor may appeal in writing to the company for remeasurement or reappraisal, as the case may be. If the company considers that Contractors claim is valid, they may appoint an officer, other than the Officer who made the final measurement, inspection and his report shall be considered as final and binding on the contractor. The Contractor shall have a representative present when the remeasurement or the appraisal is being made.

31. ATTENTION:

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- i) Time will be the essence of the contract and the contractor is to complete the whole of the work in the time stated in the tender, subject to the schedule of conditions.
- ii) The contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection of their representative (no separate rate will be allowed).
- iii) The Contractor is to keep all persons under his control and within the boundaries of the site and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited in the sites by himself or suppliers, together with all risks arising from weather, carelessness of operatives, damages or loss by thefts or by any other cause, and is to allow for all necessary watching and protective lighting.

32. LABOUR ACTS:

- i. 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 there to and rules framed there under from time to time. In the event, the contractor fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws, the Company is entitled to withhold the same from any other amount payable by it to the contractor and remit the same to the authority concerned and such payment shall be binding on the contractor.
- ii. 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.
- iii. 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.
- iv. 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

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- requisite documentary evidence supporting payment of ESI/PF Authorities/supported by the acquaintance bills, the amount earlier recovered from contractor's bills shall be paid duly adjusting the shortfall in remittance, if any.
- v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. 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.
 - x. THE contractor shall disperse the wages to the workmen in the presence of the authorized representative of the company.
 - xi. 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.

33. TRAINING APPRENTICES:

The CONTRACTOR shall comply with the provision of the Apprentices Act 1961 and the rules and order issued there under from time to time. If he fails to do so his failure will be a breach of contract and the Accepting Officer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

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34. FAIR WAGES:

The Contractor shall not pay less than fair wage to labourers, workmen engaged by him on the work. Fair wages means wage for the various categories of labour, workmen, fixed from time to time by the labour authorities of the area. The contractor shall ascertain the minimum fair wages prevailing in the area before submitting his tender. The Contractor should also abide by labour regulations in regard to the payment of wages, wage period, fines and deductions from wages, maintenance of wage book, wage slip, publication of scales of wage and other terms of employment, inspection and submission of periodical returns and all other matter relating to labour rule in force.

35. DISPUTE RESOLUTION AND JURISDICTION:

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

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

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

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

In case the subsequent court order required refund of the money paid by BEML to the

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

36. 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.

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.

The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.

In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.

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 Engineer 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 Engineer.

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.

37. FALLS CLAUSE:

If the contractor fails to Execute the Work as per Tender Document, Work Order and the Terms and Conditions herein contained, at any time during the currency of the contract or if the BEML has reasons to believe that the Contractor's work is not satisfactory and that the interest of BEML is thereby affected in any way, BEML shall have the right to Execute the Work by itself or through any other agency, in which case the contractor shall make good the loss to BEML including cost and expenses which arises there from. The extra cost being incurred by BEML in this regard should be to the account of the Contractor, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the contractor or otherwise.

8. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The tender shall remain open for acceptance for a period of 90 days from the date on which

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the tenders are due to be submitted.

2. The contractor shall visit the site to acquaint himself with site conditions and study the drawings and specifications in detail prior to tendering, and no claims will be entertained later on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.
3. The contractor shall arrange for at least one qualified Engineer with experience in similar construction work to be at the work spot through out the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.
4. The setting of the building shall be done by the contractor himself. All measurements shall comply with the dimensions noted on the drawings if any. The contractor shall construct centre line pillars and Bench Marks wherever necessary at his own cost and the setting out shall be got checked, approved and certified by the Engineer-in-charge before execution of the work.
5. Foundations shall generally conform to the dimension indicated on the drawings, unless the nature of soil after excavation examined by the Engineer-in-charge, of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawing shall be got inspected, approved and certificated by the Engineer-in-charge of works before laying concrete.
6. Provision shall be made during the progress of work for embedding Electric conduits etc., wherever necessary as directed. Openings shall be left for service lines, machine foundations, as required and as per instructions of the Engineer-in-charge.
7. Care shall be taken in execution of work not to damage service lines etc., coming in the way of construction. If any damage is caused in the lines, the cost of replacing or repairs shall be borne by the contractor.
8. CONTRACTOR(S) shall provide himself/themselves with requisite number of welding sets, mixers with hoppers, vibrators builders hoist, Tools, meters and testing equipments, transport vehicles, etc., required for the complete satisfactory execution of work.

9. **WATER:**

While Company shall make all endeavors to supply water to the Contractors on a chargeable basis, the Contractors should examine the possibility of making their own arrangements for the water required for construction activities. It is suggested that the Contractors could drill required number of boreholes from where available water could be used by them by pumping the same for the Construction activities. In such a case, the borewell sunk by the Contractors shall remain the property of the company. After completion of the work, the

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Contractors will not be charged for the water which he consumes from such bore wells.

- i) If the nature of the soil encountered with demands the use of casing pipes for the borewells, the contractor has to provide casing pipes to enable him to draw water from the borewell, and the contractor shall hand over the borewell with such casing pipes to the company for which no extra payment would be made. The contractor could however with draw the pumping sets and other accessories used by him for pumping water out of the bore wells.
- ii) Where the contractor does not draw water from company's source and makes his own arrangement for water required for the work, as certified by the Engineer-in-charge, then no recovery shall be effected from the contractor's bill.
- iii) In Case company supplies water for construction purpose, water shall be supplied at a single point as near as possible to the work spot, from which the contractor has to draw his own distribution system. The following procedure shall be followed for recovery of the cost of water so consumed by the contractor.
- iv) A meter shall be installed by the contractor at his own cost which shall be duly certified for calibration. Based on the meter readings recovery shall be affected at the prevailing rates of Bangalore Water Supply Board.
- v) In Case contractor is not able to install a meter due to various circumstances or the meter fixed mal-functions, and he continues to draw water supplied by the company, the recovery towards water shall be effected based on the quantity of water consumed which would be assessed as follows:
 - a) For Building works involving excessive use of cement like construction of buildings, Hangars, Concrete hard standing, etc., consumption of water will be calculated at the rate of 455 liters per bag of cement consumed for the work (including wastage) and this consumption shall be charged as per rates stipulated in the contract.
 - b) For such works where consumption of cement is negligible like construction of Roads, and this consumption of the water shall be at the rate of 0.5% of the value of the contract as per the final bill.
 - c) The water supplied by the company shall be used only for bonafide work as directed by Engineer-In-charge,

10. POWER SUPPLY TO THE CONTRACTORS:

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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 supplied by Bangalore Electricity Board 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. Non-availability of power will not be a reason for delay in works

11. TAXES:

WHATEVER Taxes and duties, as applicable, chargeable in respect of this contract whether by the Central or State Government shall be borne by the contractor(s) and the price quoted shall be inclusive of such taxes, cess or any other statutory duties or taxes payable by them and price quoted shall be firm and shall be inclusive of such duties and taxes. WHEREVER Taxes are deductible at source, the company will recover the amount as per the statutory requirement.

12. THE Contractor shall agree to execute the work progressively in co-ordination with the concerned officers or shop supervisors and as directed by Engineer-in-charge.
13. THE specifications contained in the MES Schedule (referred to in the tender) in appropriate sections shall apply to this contract to the extent applicable, cement co-efficient shall also form part of MES Schedule.

14. VALUATION OF DEVIATIONS:

Every deviation shall be subject to the limits specified as under:

- a. The net value of all deviations (additions and deductions) including non-tendered items, of the value of work completed, shall not exceed 20% of the approved contract value and 40% in respect of any individual item, indicated in schedule A-BOQ
- b. In case of non-tendered items, the total value of such non-tendered items shall not exceed 5% of the approved contract value.

The basis for ascertaining the non-tendered items shall be as follows:

- (i) The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
- (ii) Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do

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- (iii) The rates for NT items shall be based on the SSR rates after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the NT rate is the comparison of the NT item with similar trade item in the bill of Quantity for which the contractor has quoted.
- (iv) wherever NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per the actual including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per minimum wages inforce, based on the recommendations of the Chief Engineer.
- (v) As a last resort a tender shall be floated to ascertain the rate for NT items. All Deviations in contracts for works including non-tendered items shall be approved by the Competent Authority as per DoP within the limits prescribed in the contract. The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge " in concurrence with Finance Department of the respective division.

15. PROVISION OF FITTING/FIXTURES OF DIFFERENT MAKE:

The contractor shall provide the same make of fittings/fixtures specified in the tender documents unless he has quoted for other equivalent for genuine reasons. In case due to exigency of the work and difficult market conditions, the contractor is not able to provide the same make, he shall be allowed to provide equivalent approved make subject to his obtaining the concurrence of the Chief Engineer for the price adjustment as between the quotation and the purchase price for the item involved. The base for reckoning shall be the date of purchase. The contractor shall produce purchase invoice as a proof of expenditure for the items other than those specified in the tender documents allowed for incorporation in the work. Construction Department in respective Divisions/Regional/District Offices shall ensure the reasonableness of the rate in the purchase bill produced by the contractor. The price adjustment shall be the difference between the two makes on the date of purchase.

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

17. EXTENSION OF TIME:

Time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the contractor. Where the delay is due to default of the contractor, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

Where the delay is due to default of the contractor, and if there is a financial loss due to such delay, the extension of time requires the approval of Competent Authority. In the absence of Competent Authority approval, Liquidated Damages for delay in completion of the work shall become enforceable.

Where the delay is not due to default of the contractor, for example: - a) not providing clear work front to the contractor by the Company, b) Company's delay in decision making for changes relating to original work., etc necessary extension of time shall be granted with the approval of Competent Authority, as per DoP without sanctioning escalation claimed by the contractor except statutory levies.

Extension of time when granted with the approval of the Competent Authority as per Company's Delegation of Powers shall have the effect of rendering the clause 'Liquidated Damages for delay in completion work' inoperative upto the period of extension of time so granted unless otherwise specifically stated.

18. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS

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

Liquidated Damages shall be applicable in the following cases:

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

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

In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorized person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Contractor concerned.

19. FORE-CLOSURE OF CONTRACT:

It shall be noted that at any time after acceptance of the tender, the Company can decide to abandon or reduce the scope of work for any reason whatsoever, the Chief Engineer shall give notice in writing to that effect to the contractor. The compensation, if any, payable for such foreclosure of work shall be discussed mutually between the Company and the contractor and settled after taking into consideration the loss suffered by the contractor on account of foreclosure of the contract. The contractor shall have no claim for any compensation whatsoever on account of any profit or advantage which he might have derived consequent to foreclosure of the whole or part of the works. The Company shall have the option to take over the contractor's materials or any part thereof, either brought to the site. The amount of compensation payable to the contractor due to foreclosure shall be decided by the authority one level above the level of the authority competent to award the contract, or by the CMD.

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

21. No modification or change of specifications in the bill of quantities shall normally be accepted and such changes are to be rejected. Acceptance of such deviations shall be at the discretion of the Engineer-in-charge.

22. EARNEST MONEY DEPOSIT:

TENDERES should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by bank draft or Bankers Cheque drawn in favour of the Company along with tenders. Tender without Earnest money deposit will be rejected. On finalization of the tender, Earnest money deposit will be refunded to unsuccessful tenderers under proper acknowledgement.

In case, the contractor/firm after quoting, withdraws from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD/ SD, as the case may be, will be forfeited. No interest amount is payable on EMD.

23. SECURITY DEPOSIT:

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

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

(i) The contractor shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(ii) Bank guarantee from any commercial bank equivalent to the amount of security deposit valid for a period required by BEML shall also be accepted.

(iii) Security Deposit amount shall be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

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

23.1 REFUND OF SECURITY DEPOSIT

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

The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor.

If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the BG already with BEML will be returned to the contractor. The contractor has to then submit a fresh Bank Guarantee for 50% of the security deposit value valid for a period of 1 year

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from the actual date of completion of the entire contract shall be deposited by the contractor.

Any refund of security deposit shall be made only with the recommendation of the Chief Engineer.

24. RUNNING ACCOUNT REMITTANCE: (RAR)

During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge, nominated by Chief Engineer who shall certify the rate and quantity as per the MB and prepare a statement showing the description and quantity for which he recommends payment. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work.

Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.

Due to technical reasons, where pro-rata payments on stage-wise progress of work is considered necessary though not specified in the contract, the Chief Engineer with the approval of competent authority, shall decide the number/type of stages correlating with the bill of quantities and submit a statement showing the stage-wise break-up of the contract value indicating work progress details including percentage of completion, cost, and remarks, if any, of the Engineer-in-charge with a copy to Accounts in the respective Division for regulating the quantity and payment. This shall form the basis for the Engineer-in-charge to prepare a bill for actual progress of work. The basis as decided above shall uniformly be adopted for regulating all RAR payments till the final bill is submitted.

However, in respect of hidden works, recording of measurements in MB shall invariably be made then and there and the MB produced to Accounts at the time of RAR payment.

Accounts shall arrange payment for RAR bills within a fortnight's time from the date of receipt based on the certification of the Engineer-in-charge and after necessary check/verification.

As per Expenditure Management Commission, Government of India, in large projects above Rs.10.0 Crore, 50% of running bill amount shall be released within 7 days of submission without a detailed check on the claim. The balance shall be released after the claim is scrutinized as per procedure in order to get more competitive bids and for speedy execution as cash flow is a critical requirement in a project.

The contractor shall also be paid 'Material Advance' for the material brought to site for incorporation in the work duly certified by the Engineer-in-charge. For such materials

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brought inside by the contractor, the contractor has to produce necessary test certificates from reputed Testing Laboratories for steel and hypothecation deed duly executed by the contractor in favour of the Company on a non-judicial stamp paper of requisite value.

Payment of 'Material Advance shall be recommended by the Engineer-in-charge for materials required to be used in the works as per the planned progress of work. However, payment of material advance against materials brought to site by the contractor ahead of scheduled progress of work shall be considered not exceeding 75% of the value of such material in exceptional cases with the approval of Competent Authority, with justification recorded in writing.

RAR payments shall be regulated to the extent of the value of work done, with due adjustments for recoveries and other payments (including material advance/adhoc payments made if any) effected so far against the contract.

25. PRE-FINAL RARs

Pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MBs by the Engineer-in-charge designated by Chief Engineer duly accepted by the contractor.

Pre-final RAR shall be sent to the Accounts Department by the Engineer-in-charge Only after Technical check of the measurements and endorsement in the MBs by the Chief Engineer.

The Engineer-in-charge, shall recommend for payment not exceeding 90% of the value of work completed with due adjustments for recoveries and RAR payments (including Material advance if any) effected so far against the contract.

Such bills shall be paid within 2 weeks from the date of their receipt in the Finance Department after scrutiny and check for the correctness of the bill duly linking up with the MBs.

The recommendation of Pre-final RAR is based on the discretion of the Chief Engineer on case to case basis.

26. ADHOC PAYMENTS:

If payment for final bill could not be arranged within 5 months from the date of the completion of the contract for genuine reasons other than undue delay in submitting the final bill by the contractor, an Adhoc payment not exceeding 90% of the value of the work done after making all necessary deductions for statutory dues, RAR payments, Material advances if any paid, shall be recommended by the Chief Engineer with the approval of respective Complex chief/ respective Business Group Director. Such Adhoc payment can be

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recommended only if the contractor is having concurrent running contracts in the Complex.

The following guide-lines shall be adopted while making such adhoc payment;

- Such payment shall not exceed 90% of the final bill value.
- All conditions of contract and recoveries to be effected shall be taken care before effecting Adhoc payment.
- If a contractor has no other contract concurrently running in the Complex, adhoc payment need not be made. Instead, final bill shall be expedited and paid at least within six months from the date of completion of the contract.

27. COMPLETION CERTIFICATE:

As soon as the Contractor completes the work assigned to him the same shall be inspected and if found satisfactory shall be taken over by the Chief Engineer. A "Completion Certificate" shall be issued to the contractor within 30 days from the date the contractor has given request for the same. If there are minor defects which can be rectified even after the building has been taken over, the defects shall be listed out and the contractor shall be asked to rectify the same before the final bill is submitted. The final bill along with the completion certificate duly certified by the Engineer in charge, shall be submitted to Finance Department for payment. The completion certificate shall have the following details:

- a) Particulars of the work and Contract Number,
- b) The date of work order to commence the work,
- c) Date of completion as per original contract agreement,
- d) Actual work done value.
- e) Extension of time if any, granted,
- f) Date on which contractor was required to complete the work,
- g) Actual date of completion and taking over by BEML.

28. FINAL BILL:

On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Engineer-in-charge to see that the claim is in order.

The final bill prepared by the Department and accepted by the contractor, shall be accompanied with the following documents:

- Original Completion certificate
- A statement showing stores issued for incorporation in the work, stores actually

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incorporated by the contractor, theoretical quantity of stores required for work and whether there has been any over issue/under issue of the stores to the contractors.

- No claim certificate duly signed by the contractor
- Original Contractor's All Risk Insurance Policy covering up to the actual date of completion of work.
- Contract Agreement
- Revised estimate as duly approved by Competent Authority.
- ESI & PF statement duly co-ordinated by Welfare Section.
- Measurement books duly technically checked by Engineer in charge.
- Any other documents which are specified by the Management from time to time.

The Engineer-in-charge has to certify in the work Completion certificate as well as in the Measurement Book, that the work is executed in conformity with the contract specification, drawings and other conditions. The final bill duly checked and coordinated by the Engineer-in-charge shall be sent to the Finance Department through Chief Engineer along with the documents stated above.

29. DEFECT LIABILITY PERIOD:

The period of maintenance for the subject work shall be **ONE YEAR**.

During this period, the contractor shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work come to the notice, the Chief Engineer shall inform the contractor, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at his risk and expense as per the conditions of the contract.

If the contractor does not attend to the rectifications in-spite of repeated requests, the Company shall proceed at his risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting contractor. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

Even after such adjustments, the amount available is insufficient to cover the expenses in full, the Company reserves the right to take legal course of action to recover such unadjusted amount.

30. CONTRACTORS LIABILITY AND INSURANCE:

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From commencement to completion of the works, the contractor shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that shall happen to the works or any part thereof.

In addition, the contractor shall indemnify and keep the Company indemnified against all losses and claims for injuries or damages to any person or any property whatsoever which shall arise out of or in consequence of the construction works. For this purpose, the contractor shall take an insurance policy- "**Contractors All Risks Insurance**"- to cover the risks, as per the Conditions of the Contract. The insurance policy has to be kept valid till the work is completed and the possession handed over to the Company. The policy shall be taken at his cost showing the Company as the 'principal' to simplify the work in the matter of raising claims and settlement thereof.

31. MATERIALS obtained from demolition/dismantling work shall remain with the Contractor at his own risk till such time the Contractor removes them to BEML stores or as directed within 10 days from the date of completion. If he fails to remove such dismantled materials to BEML stores or as directed within 10 days from the date of completion, the Engineer-in-charge will be entitled to remove them at the risk and cost of the Contractor.
32. THE various provisions in this special condition shall be deemed to take precedence over those in General conditions/specifications to the extent applicable.
33. The quoted rate is deemed to include for execution of work in a phased manner/part by part if necessary and as directed by BEML and no extension of time nor extra claims shall be entertained in the regard.

I/WE AGREE TO EXECUTE THE ABOVE AS PER DRAWINGS AND SPECIFICATIONS OF BEML WITHIN THE STIPULATED TIME FROM THE DATE OF ISSUE OF WORK ORDER. I/WE ARE ENCLOSING HERewith A RECEIPT/DRAFT NO. _____ DTD. _____ FOR RS. _____ TOWARDS EARNEST MONEY DEPOSIT, ADHERING TO THE REVISED SPECIAL CONDITIONS (1987) AND REVISED CONDITIONS MENTIONED.

9. LIST OF APPROVED BRANDS / MANUFACTURER'S LIST OF MATERIALS & GENERAL SAFETY CLAUSES

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| SL. No. | Item | Make / Manufacture |
|---------|--|---|
| 1. | Ordinary Portland Cement 43/53 Grade (OPC/PPC) | Birla, Rajshree, ACC, J.K cement, RAASI, Coramandel, Ultratech, Ramco, Ambuja |
| 2. | White Cement/Putty | Birla White, JK White, Laticrete |
| 3. | Putty | Asian Paint, Berger, Nerolac, ICI, J.K., Birla. |
| 4. | Reinforcement Steel (HYSD/TMT) | SAIL, TATA, Vizag Ispat [RINL], Jindal. |
| 5. | Structural Steels for use in Structural Members. | SAIL, TISCO, Vizag Ispat [RINL], Jindal. |
| 6. | Structural Steels works Like Window grills, Handrails, cable trench covers | Any brand confirming to BIS standards. |
| 7. | Ceramic Tiles | Kajaria, H&R Johnson, Nitco, RAK |
| 8. | Vitrified Tiles. | Kajaria, H&R Johnson, Nitco, Euro, RAK, |
| 9. | Hardware Fittings. | ISI Mark/BIS Mark |
| 10. | Aluminium Extruded Sections. | Jindal, Indal, Hindalco. |
| 11. | Glass | Modi Float, Saint Gobian, Hindustan Pilkington, Triveni, Asahi & Atul. |
| 12. | Plywood (BWR/BWP) /Particle Board / Block Board | Kitply, Kenwood, Greenply, Archid, century, Trojan, Anchor. |
| 13. | Tile Adhesive | Laticrete, Ardex Endure, Weber, Pidilite, Sika, Asian Paints, Fosroc, Tremco. |
| 14. | Door Closer & Floor Springs | Everite, Godrej, hardwyn, Dorma, Ozone. |
| 15. | Flush Door Shutter & Block Board. | Mysore Plywood, Kutty, Indian Plywood Manufacturing Co, Kenwood, Durian, Greenlam, National, Shakti, Archid, Nikki. |

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| | | |
|-----|--|--|
| 16. | Laminates/ Particle Board | Archid, Greenlam, Formica/Marino, Sandek, Euro |
| 17. | M.S. Windows, Ventilators | Madhu Industries, Concorde Industries, Deccan Structural, Hercules, Shakti. |
| 18. | Low VOC Paints (OBD / Interior/ Exterior Emulsion Paint, Synthetic Enamel) | Asian, Berger, Jenson & Nicholson, ICI, Nerolac |
| 19. | M.S/SS Hardware for Wooden Doors: | GARG, Janata, Mukund, Jyothi Pag, Godrej, harrison, Laxmi, doorma, doorset. |
| 20. | MS Pipes | SAIL, TATA Steel Limited, Jindal, Indian Hume Pipe co Ltd., Appolo |
| 21. | Sanitary Fittings & Fixtures. | Parryware, Johnson, Jaguar, Hindware, Cera. |
| 22. | Gun Metal Valves. | Kirloskar, VAG, AVK, any material confirming IS Make. |
| 23. | G.I. Pipes (any Dia.) | Indian Tube Co, Zenith, TATA, Jindal, Suryaprakash. |
| 24. | C.P. Fittings | Jaguar, ESS ESS, Hindware, Kohler, Parryware, Cera, Marc |
| 25. | Construction Chemicals / Admixtures / water proofing compound. | Cico, Roff, Fosroc, Pidilite, Sika/BASF, Tikidan, STP, Asian paint, BASF and Tremco. |
| 26. | GI Fittings. | IS Make |
| 27. | Cast Iron Pipes & Fittings. | SKF/NECO/BENGAL IRON CO. |
| 28. | D.I Pipes | KAPILANSH, Kesoram, Electrosteel, SriPipes, Jindal. |
| 29. | Galvalume Sheet for Roofing, Cladding, Sandwich panel, etc., | Lloyd, Indal, Jindal, Tata steel [Tatablue Scope], bhushan, JSW, Essar. |
| 30. | ALUMIN COMPOSITE PANEL | Alcobond, Durabond, Eurobond, Alstrong. |

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| | | |
|-----|---|---|
| 31. | Modified APP membranes | Fosroc, Sika-Texa, STP, Pidilite Industries, Asian Paints, Tikidan, Tremco. |
| 32. | UPVC / CPVC Pipes including Fittings | Flow guard (Astral), Ashirvad, Finolex, Kisan, Supreme, Prince. |
| 33. | Epoxy/PU Flooring & other specialised floorings. | Fosroc, Pidilite, Sika, Dr.Beck, Ardex Endura, Asian, Tikidan, STP, Tremco. |
| 34. | PVC Doors /FRP Doors | Rajashree, Fimen, Sintex |
| 35. | Manufactured Sand | Confirming to relevant IS |
| 36. | RMC | Any supplier approved by Quality Council of India and using approved brand of Cement as stated at SI.No.1 |
| 37. | Polycarbonate Sheet | Tufflite, danpalon, Gallina, Tatablue Scope. |
| 38. | UPVC Partition/Doors/Windows | Fenesta, Saint Gobian, Encraft, Deccan Woodmate, LG, Madhu Industries |
| 39. | M.S sliding Doors- Motorised/ Hangar doors/Boom Barriers./ .MS rolling Shutters- Motorised. | Areen, Gandhi Automations, Securetronix, SaiAutomation, Avians, |
| 40. | Fire rated Doors. | Shakthi Horman, Indigatech, Ozone overseas Pvt Ltd. Sukhri |
| 41. | PUF sandwich Panel | Manufactured by AIFa, Karthik, Lloyd, Kirby, Metecno, TATA Bluescope, |
| 42. | False Ceiling | Saint Gobin (Gyproc), Armstrong, Shera, Hunter Douglas, Metalium, USG Borel. |
| 43. | S.S Pipes | Jindal, TATA, Apollo, Suryaprakash Pipes. |

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| | | |
|---|-----------------------|--|
| 44. | Concrete Paver Blocks | Eurocon Tiles, Basant Beton, Sobha, Apco, Nitco (Rockard), Jyothi Group. |
| 45. | Wooden Flooring | Armstrong Flooring, Mohawk Flooring, Greenply, Tarketsomer. |
| <p>Electrical materials Brand: -</p> | | |

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| Sl.No. | Description | Manufacturer |
|--------|---|---|
| 1 | LT PANELS | REPUTED APPROVED MANUFACTURERS |
| 2 | 11 KV/ 433 V TRANSFORMER | APPROVED MAKE OF LOCAL ELECTRICITY SUPPLY BOARD |
| 3 | VCB BREAKER | SCHNEIDER / SEIMENS |
| 4 | MCCB | ABB / SCHNEIDER / L&T |
| 5 | PROTECTIVE RELAYS | L&T / C&S / ABB / SCHNEIDER |
| 6 | POWER FACTOR RELAY | L&T / DUCATI / C&S |
| 7 | CHANGE OVER SWITCH | ABB / SCHNEIDER / SOCOMEC |
| 8 | POWER CONTACTORS | ABB / SIEMENS / SCHNEIDER / L&T |
| 9 | INSTRUMENT TRANSFORMERS (CT / PT) | RISHAB / KAPPA / KALPA |
| 10 | INDICATING METERS | |
| a | ANALOG | MECO/RISHAB/AE / L&T/ CONZERV |
| b | DIGITAL | SOCOMEK / L&T / RISHAB |
| 11 | INDICATING LAMPS | SCHNEIDER / L&T / SIEMENS |
| 12 | CAPACITOR BANKS WITH SERIES REACTORS WITH HARMONIC FILTERS AND THYRISTOR SWITCH | DUCATI / L&T / EPCOS |
| 13 | PLC / DIGITAL LOAD MONITOR / POWER MONITOR | ALLEN BRADLEY / SCHNIEDER / CONZERV |
| 14 | PANEL ACCESSORIES / TERMINAL BLOCK | DIRAK / ELMAX / PHOENIX / WAGO |
| 15 | TIMERS | L & T / SEIMENS / SCHNEIDER |
| 16 | LIGHTNING ARRESTOR | ABB / INDELEC / ERICO |
| 17 | SURGE PROTECTION DEVICES | OBO BETTERMAN / ASCO / HAGER |
| 18 | MCB / MCB DB | LEGRAND / SCHNEIDER / ABB |
| 19 | ELCB / ELMCB / RCCB / RCBO | LEGRAND / SCHNEIDER / ABB |

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| | | |
|----|---|---|
| 20 | HT CABLE | POLY CAB |
| 21 | LT CABLE & CONTROL CABLE | POLY CAB |
| 22 | END TERMINATION MATERIALS | DOWELS |
| 23 | CABLE TERMINATION KITS | RAYCHEM HEAT SHRINKABLE |
| 24 | CABLE TRAY AND SUPPORTS | PUSHPAK / PROFAB |
| 25 | U-PVC RACEWAYS | SCHNIDER / MK / MDS LEGRAND |
| 26 | GI RACEWAYS | PROFAB / PUSHPAK |
| 27 | PVC CONDUITS-FRLS | VIP/ AVON OR EQUIVALENT |
| 28 | PVC WIRES & FLEXIBLE CABLES - HAVELLS / POLY CAB / RRKABEL / KEI / WALNA FRLS | |
| 29 | 6 / 16A SWITCHES / SOCKETS IN METAL BOXES & MODULAR | LEGRAND / SCHNEIDER SWITCHES AND SOCKET OUTLETS |
| 30 | INDUSTRIAL SOCKETS | LEGRAND / SCHNEIDER |
| 31 | LIGHT FIXTURES | INDIA BULLS /PHILIPS / HAVELLS / BAJAJ / WIPRO |
| 32 | CEILING FANS | USHA/PHILIPS / HAVELLS / BAJAJ |
| 33 | STREET LIGHT FITTINGS | PHILIPS / HAVELLS / BAJAJ / WIPRO |
| 34 | EARTHING | ASHLOK / GLOBAL / ERICO |
| 35 | GLANDS - SINGLE COMPRESSION | DOWELS / POLYCAB |
| 36 | ALUMINIUM / COPPER LUGS | DOWELS / POLYCAB |
| 37 | ANY OTHER ITEM SHALL BE GOT APPROVED BEFORE PREPARATION OF BILL OF QUANTITY | |

Note:

1. Contractor shall obtain prior approval of BEML before procurement of the Materials from the manufacturers listed above for the work. If any of the above Brands of Materials are not available, Engineer-in-charge shall allow use of other brand material duly approved by OIC/EIC provided they confirm to the requirement of IS as per Technical Specification/Quality Plan.

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2. BEML reserves the right to reject or accept any of the make given above without assigning any reasons and contractor is bound to supply other brands in the list.

3. LIST OF TESTING LABORATORIES (NABL APPROVED)

i) Any other NABL Approved Laboratory with the approval of OIC/EIC.

ii) Other testing: -

| | |
|--|---|
| Concrete of various grades | For every 30 Cu.M of concrete, cube tests to be conducted for 7 days & 28 days strength |
| Thickness to be checked for roofing sheets | Overlapping minimum 100mm to be maintained. |
| Steel for tension strength and Fe 500 grade. Brand name is required. | TMT bars to be checked for weight & Tensile strength |

Structural steel test certificate from manufacturer

4. GENERAL SAFETY CLAUSES

I) General:

The Contractor shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of BEML/MES/CPWD and IS codes and safety manuals. The Contractor shall indemnify BEML from any consequences arising due to Contractor's failure in respect of safety measures. Some of the more important measures are listed below. The Contractor shall implement any further measures which may be required as per the safety codes of BEML/MES/CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work.

The Contractor shall engage labourers aged 18 years and above. Suitable Technical devices shall be used as much as possible to avoid or limit the loads by manual transport.

The Contractor shall engage suitably qualified persons for training / instructing working techniques, methods of lifting, putting down, unloading and stacking of different types of loads; with a view to safeguarding health & preventing accidents.

The Maximum permissible weight which may be transported manually by a Male worker shall not be more than 50 Kgs.

As far as possible adult women workers should not be assigned to regular manual transport of loads. Women workers should not be assigned to manual transport of loads during pregnancy which has been medically determined.

Where adult women workers are engaged in the manual transport of loads the maximum weight of such loads should be substantially less than that permitted for adult Male workers.

The firm should use required PPE while executing the work viz., Safety Helmet, Safety Belt, fall restraint, Crawler board, Safety net etc.,

The workmen engaged by the firm shall be medically fit, they should undergo Vertigo test

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along with other tests and submit medical fitness certificate.

II) Scaffolding:

Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).

III) Guard Railing in Scaffolding / Staging / Platforms:

Scaffolding or staging more than 3.25 meters above the ground floor or floor swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be so fastened as to prevent it from swaying from the building or structures

IV) Working Platform / Gangway / Stairway:

Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced provided with guard rail as described in 2 above.

V) Access to working platforms and other working places:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 5 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

VI) Hoisting Machines:

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

Those shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means or suspensions shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained

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by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly displayed on the machine prominently. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of the testing.

Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum, risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced.

When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

Load tests: All cranes, hoisting machines etc. shall be load tested. Contractor shall submit test certificate from competent, authorised person before use.

VII) Demolition works: Before any demolition work is commenced and also during the process of the work:

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by Contractor shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- d. All blasting materials shall be stored and handled as per guidelines of relevant authorities.

VIII) Barricades:

Contractor shall erect and maintain barricades required in connection with his operation to guard or protect:

- a. Excavation / Hoisting / Lifting areas
- b. Slab Openings
- c. Areas adjudged hazardous by Contractor's or Engineer's Inspection.
- d. Existing property subject to damage by Contractor's operations.
- e. Contractor's employees and those of his sub-Contractors shall become acquainted with BEML / Engineer's barricading practice and shall respect the provisions thereof

IX) Prevention of Fire and Protection:

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All combustible waste materials, wood scaling, soiled rags, etc. should be removed daily and burned in suitable areas.

Fire, welding, and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.

Smoking should be prohibited in all flammable material storages, viz. carpentry, paint shops, garages, service stations, etc. "No Smoking" signs should be posted on all such areas. Accumulation of flammable liquids on floor, walks, etc, should be prohibited. All spills of flammable liquids should be cleaned up immediately.

Flammable liquids, lubricants, etc. should be handled and transported in safety containers and drums which can be kept tightly capped. Petrol or other flammable liquids with a flash point below 100 Deg F should not be used for cleaning purposes.

Oxygen cylinders should not be stored with combustible materials.

All electric installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.

Fire extinguishers & fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced & maintained in accordance with manufacturer's instructions. The inspections should be evidenced by notations on the tag attached to the extinguisher. Handling of Hazardous materials shall be as per statutory regulation.

X) Electrical Equipment:

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under:

Meter room and main switches should be freely accessible at all times and fully protected against all weathers.

Power distribution system shall be identifiable with display marking on switches.

All power distribution shall be carried out with coated, adequately insulated and of appropriate current / load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.

Over load protection devices shall be installed whenever and wherever heavy current / load consuming construction or plant machinery susceptible to hazard is in use and as directed by the Engineer.

Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.

Proper and adequate earthing connection to be provided for all installation, plant machinery and distribution system.

Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and will have proper plugs for use. Security and illuminator light shall be secured firmly and protected to withstand all weather.

XI) Protective equipment / gears:

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All necessary personal protective equipment as considered adequate by the BEML and the Engineer shall be available for use of the persons employed on the site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

i) Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.

II) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

III) Those engaged in welding works shall be provided with welder's protective eye.

IV) The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters, gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains' chairs, helmets, life and ring buoys.

Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores to be cleaned, sterilised, inspected and repaired, if necessary.

Loose and frayed clothing, hand rings, loose watch chains, etc. should not be worn around moving machinery or other sources of entanglement.

XII) Other Safety Measures:

Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other subjects should be enclosed, constructed or designed so as to prevent the accidental fall of such objects.

All gears, tools, goods or loose material should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should be properly secured or effective precautions should be taken to prevent their fall.

No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.

Adequate precautions shall be taken to prevent danger from electrical equipment.

No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

XIII) First Aid and Industrial Injuries:

i. Contractor shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be

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maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.

ii. Contractor shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to BEML prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

iii. All critical industrial injuries shall be reported promptly to the ENGINEER – IN – CHARGE and a copy of Contractor's report covering each personnel injury requiring the attention of a physician shall be furnished to BEML

XIV) Maintenance:

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

XV) Enforcement:

To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representatives and the Inspecting Officers.

XVI) Displays:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

IS codes : As applicable to the relevant work (Latest Revisions)

3696-1987 -Safety code for scaffolds and ladders.

4014 (part 2) -1986 Safety regulations for steel tubular scaffolding

3764-1966 Safety code for excavation work

4081-1986 Safety code for blasting and related drilling operation.

4130-1976 Safety code of demolition of building.

4138-1977 Safety code for working in compressed air

4912-1978 Safety requirements for floor and wall openings, railing and toe board

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7969-1975 Safety code for handling and storage of building materials

13415-1992 Safety code for protective barriers in and around the building

13416 - (part2) – 1992 Recommendations for preventive measures against hazards at workplace- fall prevention

5916-1970 Safety code for construction involving use of hot bituminous material.

7293-1974 Safety code for working with construction machinery.

8989-1978 Safety code for erection of concrete framed structure

7205 – 1973 Safety code for Erection of Structural steel works

9.APPENDICES

APPENDIX- A

(To be executed on plain paper and applicable for all tenders of value _ Rs. 1 Crore and above)

INTEGRITY PACT

CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH

Between
BEML Limited (BEML) hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH.**

The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Appendix (A-1).

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

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(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

(1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

(1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will

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inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract

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has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of BEML

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees / expenses on dispute resolution shall be equally shared by both the parties.

(8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

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(Office Seal) (Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Appendix A-1
(Applicable Agents / Suppliers to Sign, Seal & Upload / Submit)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form

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available on www.bemlindia.in.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature
(For & On behalf of Bidder/Contractor)

APPENDIX – B

CONTACT DETAILS OF THE SUPPLIER/BIDDER

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(To be filled and submitted by supplier along with the technical bid) 1)

1) Authorised Person details.

- (a) Name :
- (b) Designation :
- (c) Telephone :
- (d) Fax :
- (e) Mobile :
- (f) Email :

2) Head Office :

3) Complete address
including the website :

4) Details of the proposed plant from
where item is to be supplied :

5) Complete address of the Plant
including Website :

6) Contact person details in plant

- (a) Name :
- (b) Designation :

(c) Telephone :

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(d) Fax :

(e) Mobile :

(f) Email :

7) Bank Details:

a) Name of the Bank :

b) Full Address of the Bank :

c) Suppliers Account Number and Type :

d) IFSC/Swift Code :

APPENDIX – C

NIT ACCEPTENCE LETTER

CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH

To:

The Deputy General Manager (Head – REGIONAL OFFICE)

M/s. BEML LTD, BILASPUR

CHATTISGARH

Dear Sir,

We bidder Have examined the tender documents of Bid Invitation No. dated, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

APPENDIX – D

CONSTRUCTION OF CENTRALISED STORES HANGAR AND ALLIED WORKS IN EPC MODE (DESIGN AND BUILD BASIS) IN BEML REGIONAL OFFICE PREMISES, BILASPUR, CHATTISGARH

UNDERTAKING BY BIDDER

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

ANNEXURES

Annexure - I

CONTRACT AGREEMENT

WORK ORDER NO: _____

CONTRACT FOR: _____.

THIS AGREEMENT is made and executed on this ____ day of TWO THOUSAND _____

BETWEEN

M/s BEML Limited, a Government Company coming within the meaning of Sec 617 of Companies Act, 1956 having its Corporate office at "BEML SOUDHA", 4th Main Road, S.R. Nagar, Bengaluru- 560 027 through its _____ (*Designation of the authorized official) at _____ (here

incorporate the address) represented by _____ (Name of the

Authorized official)

(Hereinafter referred to as 'BEML' which expression shall, unless repugnant to context means and includes its successors and permitted assigns) of the First Part.

AND

M/s. _____ (Name of the Contractor) a _____ (Constitution of the

Contractor i.e. Firm/Company/LLP, etc) incorporated/registered (delete whichever not

applicable) under the provisions of _____ Act, having its Registered Office/Principal place of business (delete whichever not applicable) at _____ (*Designation of the authorized Official) at

_____ (herein corporate the address) represented by _____ (Name of the Authorized

Official)(hereinafter referred to as 'Contractor', which expression shall unless repugnant to the

context means and includes its successors and permitted assigns) of the Second Part Hereinafter,

"BEML" and the "Contractor" shall individually be referred to as 'Party' and collectively as

'Parties'.

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WHEREAS BEML is a multi-technology heavy engineering company having four manufacturing divisions at Bengaluru, KGF, Mysore and Palakkad and marketing/ regional/district offices across the Country.

Whereas Contractor is a _____ (incorporate brief profile of the Contractor) WHEREAS BEML, floated tender Ref: _____ dated _____ (Hereinafter referred to as the Tender) for _____ at _____ hereinafter called the "WORK") WHEREAS the Contractor submitted his offer in response to the Tender floated by BEML as above and become the successful tenderer and has agreed to execute the Work as per the terms and conditions of the Tender. Consequently BEML issued Work Order No. _____ dated _____ (hereinafter the Work Order) to the Contractor.

WHEREAS the Contractor has duly accepted the Work Order and agreed to execute the Work strictly in accordance with the work order and on the terms and conditions herein for a total sum of Rs _____/- (Rupees _____ only) as consideration for the Work being carried out.

In consideration of the above, 'BEML' and the 'Contractor' agreed to reduce the terms and conditions in to writing as hereinafter mentioned.

SCOPE OF WORK:

The Scope of Work to be executed by the Contractor is as mentioned at Clause _____ to the Tender Document.

CONTRACT PERIOD:

The contract period shall be the period mentioned in the Work Order at Para _____ Time is the essence of the contract. The Contractor shall strictly adhere to the Time Schedule for commencement and completion as stipulated in the Work Order and shall complete the Work in all respect to the complete satisfaction of BEML on or before the Completion date.

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PENALTY

In case the work is not completed in the manner mentioned above to the complete satisfaction of BEML in every respect within the time limit stipulated in the Work Order, then the Contractor shall become liable for payment of compensation/penalty for delay in completion of work, in accordance with Clause _____ of the Tender Document / Work Order irrespective of whether extension of time granted or not unless otherwise specifically stated.

The said Penalty payable by the Contractor shall be without prejudice to any other right or remedy available to BEML on account of such delay in completion of work. The amount of compensation might be adjusted or set-off against any sum payable to the Contractor under this or any other contract with BEML. The REGIONAL HEAD, BEML Limited, BILASPUR _____ shall be the authorized person to certify whether the Work has been completed within stipulated time and his certification shall be final and binding on the parties.

PAYMENT

BEML shall make the payment to the contractor in the sums, proportions and manner from time to time in accordance with the Clause(s) _____ of the Tender Document. The payment shall be made after all the statutory deductions as may be applicable

SECURITY DEPOSIT/BANK GUARANTEE:

The Contractor has furnished non-interest-bearing Security Deposit in accordance with Clause _____ by way of _____ (incorporate the mode). The Contractor agrees to extend the validity of the Security Deposit, wherever required like extension of period of contract or as may be required by the Company. The Company shall have the full power to enforce the Security Deposit in case of on-performance or violation or breach of any of the terms of this Agreement by the Contractor

COMPLIANCE OF STATUTORY PROVISIONS:

The contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970 and Rules 1971, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employers' Liability Act 1938, Shops & Establishments Act (relevant to the State), Factories Act, 1948, Employees' State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Woman at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed thereunder from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The Contractor agrees to indemnify BEML for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

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All claims arising at the instance or on account of the persons employed by the contractor including but not limited to on account of wages, allowances, PF, ESI, Gratuity or Compensation under the Employee Compensation Act, or otherwise shall be met by the contractor on his own account and the Company shall be kept fully indemnified. BEML shall have no liability whatsoever in that behalf.

NON-COMPLIANCE OF TERMS:

Non-compliance of any of the terms of this Agreement shall amount to breach leading to cancellation of contract, besides other legal actions, including but not limited to recovery of losses to BEML

FALLS CLAUSE:

If the contractor fails to Execute the Work as per Tender Document, Work Order and the Terms and Conditions herein contained, at any time during the currency of the contract or if the BEML has reasons to believe that the Contractor's work is not satisfactory and that the interest of BEML is thereby affected in any way, BEML shall have the right to Execute the Work by itself or through any other agency, in which case the contractor shall make good the loss to BEML including cost and expenses which arises there from. The extra cost being incurred by BEML in this regard should be to the account of the Contractor, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the contractor or otherwise.

INDEMNIFICATION

In the event of the non-fulfillment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Work Order or in this Agreement, the Contractor shall pay to BEML all losses, damages, costs, charges and expenses incurred by BEML Limited as result of the Non-fulfillment of the obligations under the contract. The decision of BEML shall be final in this regard and the Contractor shall pay the same without any demur and protest.

The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor and the Contractor shall make good the said loss same. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills. The Contractor will ensure that there are no thefts or loss of property/properties by the labourers deployed by the contractor.

CAR POLICY:

Contractor shall take 'Contractor All Risk Coverage Policy' (CAR Policy) to cover all risks, losses, claims for injuries or damage to any person or any property as per the Tender Document/ Workorder more specifically stipulated in clause _____ of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document/

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Work Order and to the complete satisfaction of BEML. The contractor has to take policy at his own cost showing BEML as the "Principal" to enable BEML to make the settlement of claims at the earliest.

LICENSES AND PERMISSIONS:

Contractor shall procure all the Licenses, Permissions, Sanctions, etc. as may be required for/in the course of performance of the contract /execution of the Work or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same. The Contractor undertakes to indemnify BEML in this regard.

SUB-CONTRACT:

The contractor shall not sub-contract, assign or make over the contract to any third party either in full or partially without prior written consent of BEML.

CONFIDENTIALITY:

The Contractor or his employees or agent or anybody engaged by the Contractor to execute the Work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of BEML. The Contractor undertakes to indemnify BEML for any loss caused to it by reason of breach of the above obligation by the Contractor or his employees or agent or anybody engaged by the Contractor.

ENTIRE CONTRACT

Tender Document and Work Order dated _____ shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:

1. This Agreement;
2. Work Order; and
3. Tender document

TERMINATION:

BEML can terminate the contract by giving thirty (30) days written notice in case of the following reasons and if the Contractor fails to rectify the same within the notice period;

- a) Failure of the contractor to commence the work within a stipulated period.
- b) If the performance of the contractor is found to be unsatisfactory or if he fails to give the desired progress of the work or there is breach of terms of the agreement. In this regard, non-performance in whole or in part by the contractor of any obligation due to the reasons with his control shall be treated as breach of the contract.

However, BEML shall have right to terminate the Agreement at any time by giving _____ months' notice in writing, with or without mentioning the reasons.

The Contractor shall have the right to terminate the Agreement in case of breach of the terms and conditions by BEML.

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The termination shall not prejudice the rights and obligations accrued on the parties till the effective date of termination.

JURISDICTION & DISPUTE RESOLUTION:

Disputes, if any, between the Parties arising out of or in connection with this Agreement or any matters connected therewith, shall be discussed and amicably settled by the parties through Conciliation by subject experts appointed by BEML.

The unresolved disputes shall be referred to a sole Arbitrator to be appointed by BEML. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 and Rules framed there under, as may be amended from time to time. The courts at Bengaluru alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English.

(If the Contractor is a Govt. /CPSU, the following Arbitration Clause may be incorporated and above Arbitration Clause may be deleted)

Disputes if any, arising between the Parties, in connection with this Agreement or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to the sole Arbitrator of Permanent Machinery for Arbitration in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

SEVERABILITY AND WAIVER:

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision.

NOTICES

All Notices and communications shall be sent to the following addresses of the Parties or any other address duly notified in writing from time-to-time by the parties:

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BEML :

Contractor:

The Notices issued other than as above shall not be considered as effective notice.

ASSIGNMENT:

The obligations under this Agreement shall not be assigned by either Party to any third party without prior written consent of the other Party.

AMENDMENT:

No Amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

MISCELLANEOUS:

This agreement further witnesses that the Contractor is responsible for any accident or other compensation payable to the workers employed by and working under the control of the Contractor and that the Company SHALL HAVE no sort of liability in the matter, and that any payment would have to be made by BEML, the same shall be reimbursed by the Contractor or otherwise the same shall be recovered from the Bills payable to the Contractor.

The employees/agents of the Contractor in no case will be treated as the employees of BEML and there shall not be any master and servant relationship whatsoever between BEML and Labour / employees being deployed by the Contractor for the Work. Further, discharging obligations under the Agreement by labour shall not be construed to believe that they are the employees of BEML and shall at all times be the employees of the contractor only. The contractor will be individually and entirely responsible for all and any liabilities in that regard.

All the agreements, letters, documents exchanged between parties, if any, have been merged with this agreement and shall have no effect from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

For BEML

for CONTRACTOR

Witnesses:

Witnesses:

Annexure - II
FORMAT FOR PERFORMANCE BANK GUARANTEE

Note: 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.

2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100. /- or of requisite value as per present stamp act of Chattisgarh)

3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

Bank Guarantee No..... Dated Amount

Valid up to

Claim up to

The Deputy General Manager,
REGIONAL OFFICE, BEML Ltd.,
BILASPUR,
CHATTISGARH

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.

2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of..... (Amount in figures and words).

4. Now, We the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.

5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any

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money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 3-months (three months) longer than the anticipated expiry date of defect liability period / Warranty period.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails

to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

12. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rs.....)

b) This Bank Guarantee shall be valid up to.....

c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof, I/We of the bank have signed and sealed this Guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of theBank.

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Signature of Authorized Bank officials.

Name :

Designation:

Stamp/Seal of the Bank.....

Signed, sealed and delivered for and on behalf of the Bank by the above named
.....in the presence of:

Witness 1.

Witness 2.

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Name.....

Name.....

Address..... Address.....

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Annexure - III

FORMAT OF BID GUARANTEE FORM

Ref:

To,
BEML LIMITED
REGIONAL OFFICE
BILASPUR
CHATTISGARH

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No: dated

M/s..... herein after called the Bidder, with the following
Directors on their Board of Directors / partners of the Firm.

1.

2. 3.

4. 5.

6.

7.

8.

9.

10.

Wish to participate in the said tender for.....
.....
.....
.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs.....

..... (In words and figures) valid for days from.....
..... is required to be submitted by the Bidder as a condition precedent for
participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein
after called PURCHASER)

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- 1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period.
- 2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period.
- 3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and
- 4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at..... Having our Head office at (Local address) Guarantee and undertake to pay immediately on First demand by BEML LIMITED, the amount of Rs.....

.....

.....(in Figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to

..... (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

Claim Period: Upto _____

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

witness (Signature)

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff. No.)

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(Bank's common Seal)

Official

address:

Contact Phone No.:

Contact Mail Id:

Attorney as per power of Attorney No

Date:

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18. SCHEDULE OF PAYMENTS AT STAGES

| Sl. no. | Description of slab | Percentage | Cumulative percentage |
|---------|---|------------|-----------------------|
| A | Submission of Soil investigation report with Layout and two 2D layout options for the project for the approval of BEML Management. After approval of option, submission of 3D views for approval of BEML Submission of 3D walk through presentation after incorporating the changes if any suggested. Submission of structural design of all PEB, RCC, structural works, Roads, etc with execution drawings duly proof checked by Government Institute, IITs, NITs, IISC. Submission of soft copies and Three sets of colored hard copies for design & drawings | 1% | 1.00% |
| B | Dismantling of dilapidated steel/ RCC structures/any other materials lying inside the proposed site are to be deposited at area shown and debris has to be shifted outside premises not objected by any local civic authorities. Completion of foundations and up to plinth level for PEB buildings & RCC structures | 8% | 9.00% |
| C | Erection of PEB Structure up to Gantry level and RCC structures up to roof level viz., | 10% | 19.00% |
| D | Erection of roof truss, bracings, crane girders, purlins etc. other related works | 9% | 28.00% |
| E | Completion of masonry walls in PEB / RCC structures | 8% | 36.00% |
| F | Completion of roofing & cladding sheet, Roof gutters and rain water down take pipes, rain water drainage system, water proofing works | 8% | 44.00% |
| G | Completion of Plastering inside and outside flooring & wall tiles, plumbing & sanitary lines, Electrical works, | 8% | 52.00% |
| H | Completion of flooring in PEB structures, roads, storm water drains, hard standing | 12% | 64.00% |
| I | Completion of installation of rolling shutters, doors, windows and ventilators, fans, lights, electrical switches, modular electrical boxes, plinth protections all-round the hangar and chambers connecting to STP, Overhead PVC Tanks, grills, gates etc. | 9% | 73.00% |
| J | Installation, testing & commissioning of motors, pumps for sump, STP plant equipments, EOT cranes, Chain link fencing, load sanction along with transformer etc. | 12% | 85.00% |

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| | | | |
|---|---|-----|---------|
| K | Completion of Finishing works viz., internal & external painting works, Sign/Name boards works etc. Obtaining Occupancy/ completion certificate on completion of project & submission of as-built drawings & handing over the project | 15% | 100.00% |
|---|---|-----|---------|

| SI No | Description | Type of building | A | B | C | D | E | F | G | H | I | J | K |
|-------|--|------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | % Slabs | | 1.00 % | 8.00 % | 10.00 % | 9.00 % | 8.00 % | 8.00 % | 8.00 % | 12.00 % | 9.00 % | 12.00 % | 15.00 % |
| 1 | Holding cum Receiving Stores | PEB | 79.93 % | 89.18 % | 89.49 % | 91.50 % | 89.30 % | 89.49 % | 89.49 % | 82.86 % | 83.67 % | 0.00 % | 79.93 % |
| 2 | External Common toilets | RCC | 0.46 % | 0.51 % | 0.52 % | 0.00 % | 0.51 % | 0.51 % | 0.51 % | 0.48 % | 0.48 % | 0.00 % | 0.46 % |
| 3 | Security Room | RCC | 0.23 % | 0.26 % | 0.26 % | 0.00 % | 0.26 % | 0.26 % | 0.26 % | 0.24 % | 0.24 % | 0.00 % | 0.23 % |
| 4 | Rain Water Drainage System | RCC | 0.19 % | 0.21 % | 0.00 % | 0.00 % | 0.21 % | 0.00 % | 0.00 % | 0.20 % | 0.20 % | 0.00 % | 0.19 % |
| 5 | Roads & Hard standing in open area to withstand 50-ton capacity/ Load vehicle movement | | 6.94 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 7.20 % | 7.27 % | 0.00 % | 6.95 % |
| 6 | New entrance / Security gates | RCC | 0.23 % | 0.26 % | 0.26 % | 0.00 % | 0.26 % | 0.26 % | 0.26 % | 0.24 % | 0.24 % | 0.00 % | 0.23 % |
| 7 | Sump 25000 Ltrs capacity | RCC | 0.12 % | 0.13 % | 0.13 % | 0.00 % | 0.13 % | 0.13 % | 0.13 % | 0.12 % | 0.13 % | 0.00 % | 0.12 % |
| 8 | Required Additional Electrical Power / Load Sanction, New Transformer | | 0.23 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 5.15 % | 0.23 % |
| 9 | STP plant 25 KLD along with connecting all Toilets with UGD | | 0.93 % | 1.04 % | 1.04 % | 0.00 % | 1.04 % | 1.04 % | 1.04 % | 0.96 % | 0.00 % | 20.81 % | 0.93 % |
| 10 | Dismantling of dilapidated structures and carting away debris | | 0.00 % | 0.13 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % |
| 11 | EOT 5 Ton along with rails | | 1.39 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 31.10 % | 1.39 % |
| 12 | EOT 10 Ton along with rails | | 1.62 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 36.24 % | 1.62 % |
| 13 | Providing chain-link fence- height - 6'-0" & length- 900'-0" approx. with 12'-0" wide gates at two | | 0.30 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 6.71 % | 0.30 % |

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| | locations | | | | | | | | | | | | |
|----|--------------|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 14 | Covered Yard | PEB | 7.41 % | 8.28 % | 8.31 % | 8.50 % | 8.29 % | 8.30 % | 8.30 % | 7.69 % | 7.76 % | 0.00 % | 7.42 % |