

BEML LIMITED

PALAKKAD COMPLEX

(A Government of India Mini Ratna Company under Ministry of Defence)
Kinfra Wise Park, Kanjikode, Palakkad – 678621

NOTICE INVITING E – TENDER FOR

REQUEST FOR PROPOSAL (“RFP TENDER DOCUMENT”)

Request for Proposal Tender Document (“RFP Document”) for EPC Basis Contract (Engineering, Procurement & Construction) for Design, Supply, Construction, Fabrication, Erection & Commissioning of Industrial Stores PEB Hangar with Office, EOT crane facility, Roads etc including all associated Architectural, Civil and MEP works.

Tender Document No.: 6300040044

Last Date for Submission online: 29.11.2025

ISSUED BY

The General Manager, Material Management
BEML Limited, Palakkad Complex

1 INDEX

TABLE OF CONTENTS

1	INDEX.....	2
2	TENDER NOTICE.....	3
	PART A.....	4
3	PART i: NOTICE INVITING TENDER (NIT).....	4
3.1	BRIEF ON PROJECT:.....	4
3.2	General Information.....	4
3.2.1	GENERAL RULES & DIRECTIONS FOR THE PROJECT: -.....	4
3.3	INSTRUCTIONS FOR CONTRACTORS FOR SUBMISSION OF BIDS.....	5
4	Part ii: Eligibility Criteria of Technical Bid & Evaluation process.....	7
4.1	QUALIFICATION CRITERIA.....	7
4.2	SCORING CRITERIA.....	12
4.3	CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE - ELIGIBILITY.....	12
4.4	EVALUATION AND RANKING OF BIDS.....	14
5	PART III: Technical Bid.....	20
5.1	Proposed Buildings.....	20
6	Financial Bid.....	22
6.1	FINANCIAL BID FORMAT.....	22
	PART B.....	25
7	SCOPE OF WORK.....	25
8	GENERAL CONDITIONS OF CONTRACT (GCC).....	60
9.	ADDITIONAL CONDITIONS OF CONTRACT.....	97
	SCHEDULE OF PAYMENTS AT STAGES:.....	106
10.	SPECIAL CONDITIONS OF CONTRACT (SCC).....	109
	Claim Period: Up to.....	175
	11. APPENDIX I TO XVIII	
	12. APPENDIX XIX SCHEDULE OF PAYMENT	
	13. ANNEXURE A TO L: DRAWINGS	
	14. ANNEXURE M: SPECIFICATION OF EOT CRANE	

2 TENDER NOTICE

BEML Limited invites tenders for the below mentioned work in Two Bid system (Technical bid and Commercial bid) through e- Tendering mode i.e. BEML SRM platform.

Name of the Work: Construction of One Industrial Pre-Engineered Building (PEB) Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with office - Including all associated works like related land development work, Hardstand concrete roads including peripheral road, EOT cranes and related infrastructure, Plinth protection, Trenches, Storm water drainage system connecting to River, Façade works, Interior works with furniture, Internal & External Electrical Installation, Street lighting, Internal water supply, Sanitary installation, Firefighting/hydrant system, Fire alarm system & Public addressing system, Air conditioning system for offices, CCTV surveillance systems, LAN Networks, Sewage water network, other miscellaneous works, etc. including all associated works all complete on EPC (Engineering, Procurement and Construction) basis for BEML Limited, Palakkad Complex at Kanjikode, Palakkad District, Kerala.

Estimated Cost : Rs. 25.00 Crores

Time Allowed : 15 Months

PART A

3 PART I: NOTICE INVITING TENDER (NIT)

3.1 BRIEF ON PROJECT:

BEML Limited is a leading multi-technology 'Schedule A' company under the Ministry of Defence, plays a pivotal role in serving India's core sectors like Defence, Rail, Power, Mining and Construction by offering world class products.

BEML Limited, a committed player in the field of manufacturing earthmoving, transportation, and construction equipment, celebrates a rich legacy spanning six decades of relentless pursuit of excellence and innovation.

To meet BEML's growing business requirement, it is proposed to construct One Industrial Pre-Engineered Building (PEB) Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with required facilities at BEML Ltd, Palakkad Complex.

An area of around 2.5 acres (approx.) is identified for the proposed development and other required facilities. The proposed Layout is enclosed as **'Annexure-A'**.

The work shall be executed on Engineering, Procurement & Construction (EPC) Contract Basis which includes soil investigation, architectural, structural design & drawings, Land development, construction of Hangar along with required MEP, Firefighting work, Fire alarm system and other associated works and liaisoning work to facilitate BEML for getting all statutory & local body clearances viz., obtaining commencement certificate, completion/occupancy certificate in accordance with the approved layout plan and design drawings.

The orientation of all the hangars, buildings, all allied required works, utility services etc., has to be laid out in such a way so that, optimum utilization of land with adequate ventilation & light is achieved with scope for future expansion.

The successful bidder shall carry out Engineering Design, Procurement & Construction (EPC) of the subject project and finalize the dimensions of hangar and facilities, as per "Scope of Work"/Design Considerations/Technical Specifications and execute the work. The required description and facilities essential for this green field project shall be finalized by the successful bidder and all of these shall be deemed to be part of the work.

3.2 General Information

3.2.1 GENERAL RULES & DIRECTIONS FOR THE PROJECT: -

The Industrial buildings shall be designed and built complying green building concept and the Contractor shall obtain Certification from the GRIHA Council that certifies buildings under the Green Rating for Integrated Habitat Assessment (GRIHA) system with minimum "3 Star GRIHA Rating" .

Overall time allowed for completion of the project: 15 months:

(3 months for planning & designing and obtaining statutory and BEML approvals for commencement of work + 12 months for execution of original work and obtaining approvals from local bodies for declaring the Stores PEB Industrial Hangar and other Allied infrastructure & facilities fit for occupation plus compliance to GRIHA Certification.)

3.3 INSTRUCTIONS FOR CONTRACTORS FOR SUBMISSION OF BIDS

- a) The tenderers shall visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.
- b) The tenderers should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the tender document very carefully, before quoting the rates.
- c) The agency shall quote the rate for complete scope of work for construction both in words and figures in the financial bid.
- d) The contractor shall quote his rates keeping in mind the scope of work, specifications, terms & conditions, and general/special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- e) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian partnership act, 1952.
- f) The bidder shall quote their rates considering all prevalent taxes/Cess like GST, Labour Cess or any other tax on material/work as applicable as per the GoI norms and nothing extra shall be paid to the contractor on this account. BEML shall deduct from the R/A bills, the TDS as applicable as per the prevailing rates as prescribed by the Government of India time to time.
- g) The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.
- h) The contractor shall barricade the subject buildings site confirming to Central Pollution Control Board (CPCB) and the National Green Tribunal (NGT) guidelines to avoid any pollution at site and the surroundings to the subject building. The contractor's rate deemed to be inclusive of the barricading of the site as per requirement of these bodies of Central Govt. Apart from this the contractor has to comply with the guidelines issued from time to time by Kerala State Pollution Control Board (KSPCB) to ensure pollution control measures at site and surroundings at their own cost.

- i) BEML may not allow the Labour camps, at site and therefore contractor, in that case, has to make his/their arrangement for the stay / transportation at his/their own cost. Other facilities & arrangements confirming to General Conditions of Contract, Contract labour regulations, safety measures and health measures as per guidelines issued by Govt. from time to time, needs to be followed by contractor. The EPC Contractor's rate deems to all-inclusive and nothing extra shall be paid to the contractor on these accounts.
- j) The Successful tenderer is required to employ adequate qualified Engineers and Supervisors at project site to monitor and supervise the work end-to-end and they should be present when the work is under progress.

4 PART II: ELIGIBILITY CRITERIA OF TECHNICAL BID & EVALUATION PROCESS

4.1 QUALIFICATION CRITERIA

A. Tender Description	As indicated in TENDER NOTICE
B. Contract period	Fifteen (15) Months
C. Tender No.	6300040044
D. Tender closing date / time	29.11.2025 at 16:00 Hours
E. Security Deposit	BG for 10% of P.O value to be submitted
F. Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order.
G. PF and ESI	Firm should have PF and ESI Code Nos OR on award of contract the successful bidder (Firm) shall apply for PF and ESI codes to the respective authorities. In case the firms have registration in other states (other than Kerala) they have to agree to obtain separate sub code for the local area.

PART-"A"

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

Sl. no	Description	Requirement		Remarks
		Detail	Value Rs. in Cores	
1	Tender Document	To be uploaded in SRM		Signed & sealed Tender document to be uploaded in SRM along with other technical documents.
2	NIT Acceptance Letter	NIT Acceptance letter to be uploaded in SRM		Signed & sealed NIT Acceptance letter to be uploaded in SRM along with other technical documents.
3	Corrigendum if any	All pages of corrigendum need to be signed & sealed.		Corrigendum to be submitted along with other technical documents.
4	<u>Legal valid entity;</u> The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm/Partnership firm/Private Limited Company/Govt Entity.	Bidder in the form of JV/consortium is not permitted. <u>A proof for supporting the legal validity of</u>		The following list of acceptable documents should be submitted along with tender document; a. Certificate of incorporation/commercial establishment of firm/License certificate of firm etc.

		<u>the Bidder shall be submitted.</u>		b. Pan Card/GST registration, PF registration, ESI Registration, Labour License and any other applicable statutory requirement etc.
5	Financial Capacity; Average Minimum Annual Financial Turnover in last 3 years ending 31 st March 2025	Certified by practicing CA	7.50	Any of the following documents to be submitted with Bid: Certified balance sheets for the relevant period mentioned above, must necessarily have UDIN. Certified from Chartered accountant/cost accountant indication, turnover details for relevant period mentioned above, must necessarily have UDIN.
6	Technical Capability; Experience in executing similar type of works/ civil works completed during last 7 years ending August 2025 value greater than or equal to the said requirement. Similar works nature to be considered is mentioned in Note below	3 Similar works each of Minimum value	10.00	(a) The experience certificate shall be considered only for the works completed in full & complete.
		2 Similar works each of Minimum value	12.50	(b) Select any applicable one and upload scanned copy of similar work completion certificates issued by client.
		1 Similar work of Minimum value	20.00	(c) If the works /contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with experience Certificate.
7	Solvency certificate	Enclose Copy	10.00	Nationalized / Scheduled Bank in Favor of the bidder and the certificate shall be within a period of 12 months from the date of submission of the tender. (Format in Appendix XII)
8	Earnest Money Deposit (EMD)	To be remitted before tender closing date	0.50	Proof of remittance to be submitted in SRM (RTGS/DD/Cheque/Bank guarantee) or exemption (MSE) certificate to be uploaded. Exemption

				available for Micro and Small enterprises.
9	Integrity Pact	Enclose Copy		To be submitted with seal and signature on SRM (APPENDIX -VI)
10	PF & ESI Registration Certificate	Enclose copy		Copy to be submitted
11	PAN No. & GST No	Enclose copy		Copy to be submitted
12	Latest 3 Financial Years IT returns Filing	Enclose copy		Copy to be submitted
13	Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Enclose copy		If labour license already available copy to be scanned uploaded.
14	Make in India (MII) certificate* The 'Class-I local supplier'/'Class-II local supplier'	Enclose copy		Certificate from the statutory auditor or cost auditor of the companies to be attached in the SRM bid.
15	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. Bidder should submit the declaration of not being ineligible for corrupt or fraudulent practices.	Enclose copy		FORM 3A AT APPENDIX II.
PART- "B" The scanned copy of following documents are to be uploaded along with the financial bid .				
16	Priced BoQ (Bill of Quantity)	Enclose copy		To be submitted with seal and signature on SRM
Note: <ol style="list-style-type: none"> 1. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to the last date of receipt of applications for tenders. 2. The experience certificate shall be considered only in the cases of works completed in full and complete. 3. The work shall be completed as a whole. Partial value / completion shall not be considered. 4. 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. 				

5. The meaning of “Similar work” for the purpose of tender is defined as Civil works including PEB, Mechanical, Electrical, Plumbing and Firefighting works for Industrial buildings/Ware houses /Stores hangar in public sector/reputed Private organizations & Govt. organizations/ academic institution/ autonomous bodies etc.
6. Work experience completed under JV / as a sub-contract shall not be considered for evaluation of experience criteria.
7. **Experience certificate issued by the same management/sister concern/ joint ventures etc. are not acceptable.**

***The minimum local content, the margin of purchase preference and the procedure for preference to Make in India is explained as follows.**

1. The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% and for Class-II local supplier it is 20%.
2. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
3. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price matching within L1+20%. If matched, the 'Class-I local supplier' will be awarded the contract.
4. If the lowest 'Class-I local supplier' fails to match the L1 price, the next highest bidder within the margin of preference of L1+20% will be invited to match. If none of the 'Class-I suppliers within the preference margin of purchase preference matches the L1 price, the contract will be awarded to the L1 bidder.
5. "Class-II local supplier will not get purchase preference.

Special condition on requirement of key personnel		
(This requirement will be part of QCBS evaluation and not basic qualification)		
	Key personnel's and their qualification Appendix XIII to be certified on the company letter head by the HR Head or Head of the company that the same are available on the payroll of the company.	
a	Project Manager (PM)	Postgraduate or Graduate in Civil Engineering with minimum 12 years of similar work experience and designated as Project Manager for at least 1 project with Similar type of Project
b	Resident Construction Manager (RCM)	Degree in Civil Engineering with minimum 10 years of similar work experience and designated as RCM for at least 1 project with Similar type of Project
c	Lead Architect	Master in Architect with minimum 5 years of similar work experience for at least 1 project with Similar type of Project
d	Lead Structural Engineer	Master in Infrastructure/Structural Engineering with minimum 5 years of similar work experience for at least 1 project with Similar type of Project.
e	Lead MEP Engineer	Degree in Mechanical or Electrical Engineering Discipline with minimum 5 years of similar work experience for at least 1 project with Similar type of Project
f	Qualified Safety Officer	Any Engineering Graduate with Diploma in Industrial Safety with minimum 2 to 3 years of similar work experience for at least 1 project with Similar type of Project.

SIGNATURE OF CONTRACTOR (S) WITH SEAL

4.2 SCORING CRITERIA

The bidder meeting the eligibility criteria will be evaluated by scoring method on the basis of details furnished by them

- 1) Financial strength -Maximum **30 Marks**
- 2) Experience in similar nature of work - Maximum **35 Marks**
- 3) Key personnel -Maximum **10 Marks**
- 4) Presentation - Maximum **25 Marks**

Gross Marks **Total 100 Marks**

4.3 CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE - ELIGIBILITY

Sl. No.	Attributes	Marks	Evaluation
1	Financial Strength		
a	Annual turnover for Last 3 (Three) years	25 Marks	(i) 60% marks for minimum eligibility criteria (7.5 Crs.) ii) 80% marks for twice the minimum eligibility criteria or more (15.0 Crs.) . iii) 100% marks for thrice the minimum eligibility criteria or more (22.5 Crs.) . In between (i),(ii) & (iii)– on pro-rata basis.
b	Solvency certificate	05 Marks	(i) 60% marks for minimum eligibility criteria (10.00 Crs.) ii) 80% marks for twice the minimum eligibility criteria or more (20.00 Crs.) . iii) 100% marks for thrice the minimum eligibility criteria or more (30.00 Crs.) . In between (i), (ii) & (iii)– on pro-rata basis.
2	EXPERIENCE IN SIMILAR NATURE OF WORK		
a	Similar work experience during last 7 years as mentioned in Page 8	25 Marks	(i) 60% marks for minimum eligibility criteria (3 work x min 10.00 Crs. or 2 works x min. 12.50 Crs. or 1 work x min. 20.00 Crs.) (ii) 80% marks for having the min. Experience of (3 work x min 15.00 Crs. or 2 works x

			min. 18.75 Crs. or 1 work x min. 30.00 Crs.) (iii) 100% marks for having the min. Experience of (3 work x min 20.00 Crs. or 2 works x min. 25.00 Crs. or 2 work x min. 40.00 Crs.) In between (i), (ii) & (iii)– on pro-rata basis.
b	Similar work experience on EPC basis during last 7 years as mentioned in Page 8	10 marks	(i) 30% marks for minimum eligibility criteria (1 work x min 10.00 Crs.) (ii) 50% marks for having twice the min. Experience of (2 work x min 10 Crs. or 1 works x min. 12.50 Crs.) (iii) 100% marks for having the min. Experience of (3 work x min 10.00 Crs. or 2 works x min. 12.50 Crs. or 1 work x min. 20.00 Crs.) In between (i), (ii) & (iii)– on pro-rata basis.
Pro-rata marks calculation limited 2 Decimals For sl no 1, 2 and clause No. 4.3.			
3	KEY PERSONNEL Manpower deployment as per Special Conditions (page No 10)		
a	Project Manager (PM)	10 Marks	2.5 Marks
b	Resident Construction Manager (RCM)		2.0 Marks
c	Lead Architect		2.0 Marks
d	Lead Structural Engineer		1.5 Marks
e	Lead MEP Engineer		1.5 Marks
f	Qualified Safety Officer		0.5 Marks
4	PRESENTATIONS		
	Understanding the Scope of Project	25 Marks	3 Marks
	Approach for Designing and obtaining statutory approvals.		7 Marks
	Construction Methodology & Techniques to be adopted for Completing the project as per given timeline including		10 Marks

	approach for Green building certification		
	Work Plan including Schedule, and QAP, HSE/Risk System, Project Organization and responsibility of key personal etc.		5 Marks
<i>The firm has to make detailed PPT presentation during evaluation process</i>			

4.4 EVALUATION AND RANKING OF BIDS

The evaluation of bids shall be as per QCBS (Quality cum cost-based system) with weightage of 60% for technical bid and 40 % for financial bid

The ranking of the bids shall be done as follows

➤ Combined Evaluation Process (QCBS)

• Minimum qualifying Technical Score

Only those Bidders who obtain at least 60 marks out of 100 in the technical evaluation process (**Technical bid + Design Concept Presentation**) shall be eligible for financial bid opening.

• Weights for quality and Cost.

For the purpose of combined evaluation, the following weights shall be considered: Technical Score: 60%; Financial Score: 40%.

• Calculation of weighted technical score

For the purpose of combined evaluation, the following weights shall be considered: Technical Score: 60%; Financial Score: 40%.

• Calculation of weighted financial score

For calculation of financial score, the lowest financial proposal shall be accorded a financial score of 100 out of 100 and all other Bidders shall be given proportionate scores. An illustrative example is provided below:

Bidder Name	Price Quoted	Financial Score out of 100
Bidder A	Rs. 50,00,000	$= \frac{40,00,000}{50,00,000} \times 100 = 80$
Bidder B	Rs. 40,00,000	100
Bidder C	Rs. 60,00,000	$= \frac{40,00,000}{60,00,000} \times 100 = 66.67$

- After calculating the financial score out of 100, the weighted financial score shall be calculated by multiplying the financial score by a factor of 0.40.

Thus, for example, a Bidder obtaining 80 marks out of 100 would have a weighted financial score of 32 out of 40.

➤ **Combined evaluation and recommendation for award of contract**

The combined evaluation score shall be the sum of weighted technical and weighted financial scores. An example of weighted scores and combined scores is given below:

Bidder	Technical Score	Weighted Technical Score (0.60)	Financial Score	Weighted Financial Score (0.40)	Combined Score	Ranking
A	90	54	80	32	86	H1
B	70	42	100	40	82	H2

The Bidder obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.

FOR WHATEVER REASON IF THE PRICE SCHEDULE IS SUBMITTED AS PART OF THE TECHNO COMMERCIAL BID, THE BIDDER SHALL BE DISQUALIFIED AND THE SUBMITTED BID SHALL NOT BE EVALUATED FURTHER.

NOTICE INVITING TENDER (NIT)

SUBJECT: DESIGN, SUPPLY, CONSTRUCTION, FABRICATION, ERECTION & COMMISSIONING OF INDUSTRIAL STORES HANGAR AT BEML LIMITED, PALAKKAD COMPLEX, KERALA

INTRODUCTION:

BEML intends to Construct Industrial Stores Hangar on EPC mode (Engineering, Procurement & Construction).

The detailed specification, work, etc., are mentioned in BOQ.

BEML LIMITED invites tender in two bid system (Submission of EMD and Technical Bid & Commercial Bid through SRM) from eligible reputed firms / contractors for the "Design, Supply, Construction, Fabrication, Erection & Commissioning of Industrial Stores PEB Hangar with Office, EOT crane facility, Roads etc including all associated Architectural, Civil and MEP works".

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

This Tender consisting of two parts:

Part A – Submission of EMD and Technical Bid i.e. Submission of Technical Bid (Through SRM)

Part B – Commercial Bid i.e. Submission of Price Bid (Through SRM)

Instructions for submission of the bids:

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

Part A: Technical Bid: (Online mode)

- a) Please upload all the technical bid documents in the SRM system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
- b) Corrigendum regarding the tender if any will be published in SRM website only before the tender closing date. Bidders to make note of the above and check the website before tender closing date / time to have the latest communication / update. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- c) Documents as indicated in the Mandatory qualifications of the contractor for eligibility are to be uploaded on SRM Platform. (Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation.

Hence the bidders are advised to upload all the required documents carefully). Failure to do so will result in rejection of the bid.

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

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

- a) Price bid to be submitted in SRM system only against the respective line items provided therein before tender closing date and time specified.
- b) In case Bidder is not quoting for all the activities in price bid, then their offer will be rejected.
- c) Quotations sent by Fax / Email / Quotations on letter heads will not be entertained. The offers should be only on SRM platform.

Technical Bid will be opened first on the specified date and time. Commercial Bid (Bill of quantities) will be opened only, if the firm qualifies in the Technical Bid. Incomplete details of the Technical Bid will be rejected summarily. BEML have its right to reject any bid without assigning any reason what so ever.

Incomplete / Invalid Tenders and tenderers submitting without payment of EMD / uploading EMD Exemption (as per SRM) will be rejected and no correspondence will be entertained in case of rejection.

General Instructions with regard to EMD:

- a) Quotation 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 will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidders will be returned.
- e) EMD does not carry any interest on return.
- f) Pre-qualification and technical bids shall be opened **on closing date i.e. 29.11.2025**
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

Offers without EMD or EMD in the form other than the one specified or EMD with lesser amount shall not be considered and tenders will be rejected. No Interest would be paid on the Earnest Money Deposit.

Completion Period: The period allowed for execution of the work is for 15 months from the date of commencement of work as defined/mentioned in Work Order/PO to the successful bidders in all respects and details

(Drawings, BoQ, Scope of works, technical specification, time and payment schedule) of Terms and Conditions of contract.

Communication: Any queries / clarification / information / details regarding tender enquiry to be communicated only through email Id: ashok.bb@bemlltd.in and queries/clarification/ information/details will be accepted up to two days prior to the closing date of the tender.

PRE-BID MEETING:

Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to ashok.bb@bemlltd.in for the participation on or before **10.11.2025** at 17:00 Hrs to share the video-conference link for Pre-Bid meeting scheduled on **11.11.2025** at 11:00 Hours

- Any queries/clarification/information/details if required by the bidder, the same to be sent to e- mail address: ashok.bb@bemlltd.in
- The queries will be accepted and entertained up to **10.11.2025** at 17:00 Hrs to the pre- bid meeting, the decision of BEML on this will be final & binding.
- It is suggested that all the bidders should send queries & obtain all the clarifications before submitting the bids.
- Any modification of the Bidding documents which may become necessary as a result of the pre-bid queries, will be made by BEML and the same will be hosted on SRM Portal.
- Clarifications to the bidders' queries and all Corrigenda, Addenda, Amendments, Clarifications etc. if any to the tender, will be hosted on SRM Portal only.
- Bidders should regularly visit SRM Portal to keep themselves updated.
- No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.
- Before the dead-line for submission of Bids, BEML may modify the Bidding documents.
- All Corrigenda, Addenda, Amendments, Clarifications, etc., if any thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

SCHEDULE OF EVENTS:

Sl. No	Particulars	Date	Remarks
1	Floating of e-tender in SRM Portal	15.10.2025	
2	Last date for forwarding Queries if any, for clarification during Pre-bid meeting	10.11.2025	17:00 Hours
3	Pre-bid meeting	11.11.2025	11:00 hours
4	Last date for submission of bids through SRM	29.11.2025	16:00 Hours
5	Opening of Technical bids	29.11.2025	16:30 Hours

Other Terms related to Tender:

- 1) The company does not bind itself to accept the lowest or any other tender.
- 2) The bid shall remain valid for acceptance for a period of 180 days from the date of opening of tenders.
- 3) The intended bidders may visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.
- 4) The successful bidder is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.
- 5) The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.
- 6) In case, the successful consultant/firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.
- 7) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from Competent Authority.

Conditional tenders are liable to be rejected.

Thanking you

Yours faithfully,

for BEML Limited

-Sd/-

The General Manager,

Material Management

BEML Limited

Palakkad Complex

5 PART III: TECHNICAL BID

Construction of One Industrial Pre-Engineered Building (PEB) Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with office- Including all associated works like related land development work, Hardstand concrete roads including peripheral road, EOT cranes and related infrastructure, Plinth protection, Trenches, Storm water drainage system connecting to River, Façade works, Interior works with furnitures, Internal & External Electrical Installation, Street lighting, Internal water supply, Sanitary installation, Firefighting/hydrant system, Fire alarm system & Public addressing system, Air conditioning system for offices, CCTV surveillance systems, LAN Networks, Sewage water network, other miscellaneous works, etc. including all associated works all complete on EPC (Engineering, Procurement and Construction) basis for BEML Limited, Palakkad Complex at Kanjikode, Palakkad District, Kerala.

5.1 Proposed Buildings

The following are the Proposed Buildings and infrastructure shall be designed and executed as per statutory norms.

Sl. No	Description	Details of requirement
1	<p>Construction of One Industrial Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with office facility and surrounding Hardstand and Road.</p> <p>Ref: indicative drawing at Annexure-B.</p>	<p>Construction of PEB Store Hangar with office facility and Surrounding roads & Hardstand areas as detailed below:</p> <ul style="list-style-type: none"> Stores Hangar shall be designed as PEB building with 2 Equal Bays of 20M width suitable for installing EOT cranes and with heavy duty Concrete flooring. Hangar shall be made out of rolled structural steel fabrication with RCC foundation pedestals & columns as per the approved design with block work superstructure masonry all-round the building upto 4 Mtrs height. Work includes SITC of 2 Nos. of 15T EOT crane, One No of 1 Ton Material lift and One No of 2 Ton Material lift. Hangar shall consist of RCC Office building on front side with following facilities as per indicative drawings. <ul style="list-style-type: none"> 1. Ground floor with RCC Ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Panel room etc. Toilets and Drivers waiting Room as per Indicative Drawings (attached).

		<p>2. First floor with RCC ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Discussion room, etc, Locker room and complete as per Indicative Drawings (attached).</p> <p>3. Second floor comprising of Storage area with staircase and Material lift access from stores as per Indicative Drawings (attached)</p> <ul style="list-style-type: none"> • Mezzanine floor on the side of Bay 2 for storage materials & Inspection Room with partition & furniture as per Indicative Drawings (attached). <p>All connected works like internal & external electrification, firefighting, fire alarm & PA system, surrounding roads with hard stand RCC Concrete floor with storm water drain connecting to River, all around plinth protections, sewage lines, raw water and drinking water line, LAN, CCTV and telecommunication network, Air conditioning, lighting etc complete as specified in scope of work.</p>
--	--	---

6 FINANCIAL BID

6.1 FINANCIAL BID FORMAT

NIT NO:				
Name & Address of the Bidder:				
<u>Name of the Work:</u> <p>Construction of One Industrial Pre-Engineered Building (PEB) Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with office- Including all associated works like related land development work, Hardstand concrete roads including peripheral road, EOT cranes and related infrastructure, Plinth protection, Trenches, Storm water drainage system connecting to River, Façade works, Interior works with furnitures, Internal & External Electrical Installation, Street lighting, Internal water supply, Sanitary installation, Firefighting/hydrant system, Fire alarm system & Public addressing system, Air conditioning system for offices, CCTV surveillance systems, LAN Networks, Sewage water network, other miscellaneous works, etc. including all associated works all complete on EPC (Engineering, Procurement and Construction) basis for BEML Limited, Palakkad Complex at Kanjikode, Palakkad District, Kerala.</p>				
Sl. No	DESCRIPTION OF WORKS	QTY	UOM	Amount (In Rs.)
1	<p>Preparation of Architectural, Structural Designs/ Drawings as per scope of work and requirement, proof check of design & drawings by IIT/NITs, Site development work like site clearance, Cutting, dressing/ leveling and filling of Land, Statutory / Local Body Approval as mentioned in the Tender Document/Scope of work, Soil investigation and Construction of PEB Store Hangar with Office & all associated works complete as per BEML requirements in line with the layout enclosed and scope of work, on EPC mode including all necessary service drawings etc. and scope of work defined in this tender documents along with all corrigendum with respect to this tender published time to time, if any.</p> <p><u>Construction of the following:</u></p> <p>Construction of PEB Store Hangar with office facility and Surrounding roads & Hardstand areas as per below.</p> <ul style="list-style-type: none"> Stores Hangar shall be designed as PEB building with 2 Equal Bays of 20M width suitable for installing EOT cranes and with heavy duty Concrete flooring. 	1	AU	

	<ul style="list-style-type: none"> • The Hangar shall be made out of rolled structural steel fabrication with RCC foundation pedestals & columns as per the approved design with block work superstructure masonry all-round the building upto 4 Mtrs height. • Work includes SITC of 2 Nos. of 15T EOT crane, One No of 1 Ton Material lift and One No of 2 Ton Material lift. • Hangar shall consist of RCC Office building on front side with following facilities as per indicative drawings. <ol style="list-style-type: none"> 1. Ground floor with RCC Ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Panel room etc. Toilets and Drivers waiting Room as per Indicative Drawings (attached). 2. First floor with RCC ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Discussion room, etc, Locker room and complete as per Indicative Drawings (attached). 3. Second floor comprising of Storage area with staircase and Material lift access from stores, as per Indicative Drawings (attached). <ul style="list-style-type: none"> • Mezzanine floor on the side of Bay 2 for storage materials & Inspection Room with partition & furniture as per Indicative Drawings (attached). <p>All connected works like internal & external electrification, firefighting, fire alarm & PA system, surrounding roads with hard stand RCC Concrete floor with storm water drain connecting to River, all around plinth protections, sewage lines, raw water and drinking water line, LAN, CCTV and telecommunication network, Air conditioning, lighting etc complete as specified in the scope of work and all associated & connected works as per Tender Document including demolishing of any existing old building/ structures, complete project. liasoning</p>			
--	--	--	--	--

	work etc. in ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) basis			
--	---	--	--	--

Total Amount (In Figures) in Rs. =

(Total Amount in Words in Rs.)

Note:

Cost of Construction in this EPC tender as quoted above is inclusive of all taxes charges including GST (as applicable), all materials, all Tools and Plants (T& P), all scaffolding, machineries, construction equipment and materials, all labours, PF/ESI, labour Insurance including CAR policy, any other taxes/duties etc. all complete.

The rates quoted in the tender will cover all provisions of tender documents such as scope of work, relevant specifications, Military Engineering Services (MES) Standard Schedule of Rates (SSR) 2020, Part – I (Specifications), Part – II (Rates) and Amendment to SSR Part – II (Rates) 2020, with correction slips issued up to last date of submission of Bid, relevant IS codes, NBC and other statutory terms & conditions.

The work will be awarded as a whole and no splitting of work shall be considered.

PART B

7 SCOPE OF WORK

The Scope of work includes Planning, Design & preparation of Drawings, obtaining approvals from the all-statutory departments, execution and completion of proposed buildings with all associated works through EPC mode (ENGINEERING, PROCUREMENT AND CONSTRUCTION) on Turn-key basis.

1. Statutory / Local Body Approval:

The Contractor shall liaise with the concerned Statutory Authority/ local body in obtaining all mandatory approvals and No Objection Certificate / Commencement certificate from the local bodies / Statutory authorities like Kerala State Electricity Board (KSEB), Department of Factories and Boilers Govt. of Kerala, KINFRA, Kerala Pollution Control Board (KSPCB)/ Environmental clearance if any required, Kerala Water Supply (KWA), Central Electricity Authority(CEA), State electrical inspectorate, State Fire department, GRIHA etc., and any other applicable approvals as required for the project. The Contractor shall also liaise and facilitate BEML in obtaining Occupancy, Stability, Energization, Safety, Completion certificate and Green building certification (GRIHA) on completion of the project. The statutory payments or fees made to Statutory Authority/ local bodies shall be reimbursed by BEML on submission of demand note along with proof of such payments.

The contractor shall prepare all the documents as required as per scope of work and submit to the local statutory bodies with an approval of BEML.

The contractor shall at his own cost collect field samples and carry out all necessary tests required for the submission of necessary applications.

The contractor has to comply and, if necessary, resubmit applications as required by the local bodies. If required the contractor has to appoint consultants/competent personnel at his own cost for designing, preparation of drawings, obtaining statutory / local body approvals.

Three copies of the final documents and soft copy prepared shall be submitted to BEML for records.

All the documents created out of the assignment will become the sole property of BEML.

Note: BEML reserves the rights to short close the contract if commencement certificate / clearance certificates etc. are not provided by the governing authorities.

2. Complete cleaning and removal of rank vegetation including dozing wherever required, conducting topographical survey using DGPS,

where the building is being Constructed and the surrounding area (Proposed Building area with roads and 20 Mtrs. all-round) where the building and allied facilities are being constructed and disposal/carting away the debris/plants/rank vegetation inside the premises at the location shown by Engineer in charge. Indicative drawing with contour is enclosed for reference. However, firm has to conduct survey for Proposed Buildings with roads including 20 Mtrs. Surrounding area and submit the report for finalization of FGL, FFL and Road level of proposed buildings and roads respectively

- 3.** The work shall be executed through EPC Mode on Design & Build basis including soil testing, Land development work, structural designing, constructions of buildings with associated work and liaising for obtaining completion/ stability / occupancy certificate in accordance with layout plan and approved architectural/structural drawings. The work is to be executed according to the approved drawings. Scope of work mentioned in the document 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 and ready for occupation complete, as per architectural drawings and direction of Engineer-in-charge without any additional cost implication.

4. Soil Investigation:

Soil investigation of proposed building area shall be carried out by the Contractor as per relevant IS code and latest NBC code through the reputed Geo-Technical consultant, having professional experience of at least 10 years with prior intimation to BEML.

The bore holes shall be made up to the required depths as per IS: 1892 (latest version). In weak soils, the exploration should be continued to a depth at which the loads can be sustained without undesirable settlement and shear failure. Water level in the bore shall be determined in accordance with, IS: 6935 (latest version).

The report shall contain details of vertical sections of the strata, shear strength parameters, bearing capacity of the soil, permeability, index properties, water table, CBR Test, compressibility characteristics, swelling properties type & classification of soil and other geophysical information to adopt economical & sound foundation type. Three set of test reports shall be submitted to BEML.

5. Land development and retaining wall:

Based on survey and soil investigation report, contractor shall design the FGL, FFL and Road levels for proposed buildings, structures and Roads. Contractor shall plan land development work like Cutting in all type of soil and rock surface, levelling, dressing, dozing and filling as required with available earth (from cutting) and gravel sourced from

external source (if available earth quantity/ quality not meeting IS/standard requirement) and compacting in layers as per the MES SSR Specification, where the buildings are being Constructed and the surrounding area (Building area + 20 Mtrs. all-round) and disposal/carting away the debris inside the premises at the location shown by Engineer in charge. If gravel sourced from external source shall be tested as IS standard / NBC prior to the usage and whenever there is change in source or type of gravel.

Scope of work shall also include providing RCC retaining wall designed as per IS and pitching to the safer slopes on the area wherever level difference from NGL and FGL (after land development) is more than 500mm to avoid soil erosion and sliding. RCC retaining wall in between petronet line area and proposed road on Western side shall be provided for safe movement of vehicles.

Block Levels for the proposed land development area is to be done and submitted to BEML.

6. Selection of Foundation:

Considering Safe bearing capacity and soil investigation, suitable foundation for all type of buildings shall be designed. Considering the requirements, the Reinforced cement concrete foundation shall be designed in accordance with IS 456 (Latest Version). Masonry structures (foundation & superstructure) shall be designed in accordance with IS 1905 (Latest version). Design Considerations for Spread or Strip foundation shall be as per I.S. 1080 (Latest version). Pile foundation shall be designed as per IS 2911 (latest version).

If adequate load-bearing strata at shallow zone are not available, pile foundation shall be explored. Choice of piling system shall be made based on the soil report values, load values of the super-structure. Design Consideration for Piling system shall be as per relevant provisions in IS 2911(Latest version). Testing of piles and other requirements shall be as per IS 2911(Latest version) section-1 Para-4 and IS: 14593 (latest revision). The minimum diameter of pile shall be 450 mm.

7. Structural Design & Proof checking:

The contractor shall prepare complete layout, structural design, drawings for foundation, superstructure and for other related structures as per provisions contained in IS/ relevant codes under Seismic Zone III.

The contractor shall prepare conceptual design. drawing, layout and shall submit and make presentation with 3D walkthrough video before proceeding with structural designing and other works.

On approval of conceptual design/ layout, the contractor shall develop detailed architectural drawings & design and submit the complete

structural drawings, road design, calculations as per detailed scope of work complying with IS standard, Statutory norm and NBC code, for proof checking with prior intimation to BEML. Proof checking shall be done through Institutes like IIT/NITs only. After getting the proof checking done by the Institute, the contractor shall submit corrected and faired structural drawings in soft copies and five set hard copies to BEML. The proof checking charges shall be borne by the EPC contractor.

Similarly, MEP & Firefighting services design and drawings including integrated services drawings shall be got proof checked by the contractor from the reputed consultancy agencies. The structural drawings and MEP services drawings, with proof vetting report, duly certified as GFC shall be issued to BEML prior to start of any execution of work at site by the contractor. If any modification in design/ drawing is needed as per site conditions, or as desired by proof checking agency, the bidder shall do/ redo the design without any extra cost to BEML. The decision of the OIC/EIC BEML shall be final and binding. No claim whatsoever will be entertained in this regard. The cost of proof-checking shall be borne by the contractor.

The complete design (the structural, MEP, Firefighting and road design and drawings) report shall be submitted by the contractor within 90 days of issuance of Letter of Award/Acceptance, which includes the scrutiny period by the proof checking agency.

The Industrial buildings shall be designed and built complying to green building standard and the Contractor shall be responsible for obtaining Certification of minimum “3 Star Rating” from the GRIHA for the proposed buildings.

Note:

Whether specifically mentioned or not, all the IS codes and NBC codes are to be used with latest edition and amendments up to last date of submission of bid. Contractor shall keep one set of all the relevant BIS codes, NBC at site for reference of “OFFICER-IN-CHARGE” (OIC) / “ENGINEER-IN-CHARGE” (EIC), BEML.

8. General requirements & Conditions:

Drawings, layout, plans and details provided in the tender documents is indicative only, however the designing and finalization of all buildings are based as per statutory, relevant IS and NBC code.

Planning, preparing drawing for internal services and execution of the same i.e. internal sanitary work, water supply work, drainage system etc. complete for the building including all pipes, its fittings, testing etc. complete as per approval.

Water supply: Water supply lines shall be laid as per scheme prepared, submitted by the contractor and approved by Engineer-in-charge.

Storm water drains shall be provided all around roads, stores Hangar and hardstand area. Storm water drain from the entire above area shall be connected to the river by the Contractor. Storm water drain shall be designed to carry water from other buildings like Proposed HMV Hangar, utility building etc located nearby and considering the water catchment of area above the proposed Store Hangar. Contractor shall coordinate with HMV hangar EPC contractor for the connection of storm water drains and roads from the HMV Hangar and other proposed buildings to the store Hangar.

Planning and providing Water supply network around and inside the building shall be from the nearby existing source of water supply.

Connection charges/fees, if any to be paid to the local bodies or any other agency shall be borne by the BEML on production of receipts.

The site has to be kept clean of all debris, rubbish and dirt & surplus/waste material all the time. It also includes maintenance, cleaning & de-silting the drains, pipe lines laid for all services etc. executed to the entire satisfaction of the Engineer- in-charge during the construction period. Cleaning and de-silting will also be done before handing over the completed building to BEML. All machines, equipment's and labour for this purpose will be arranged by the contractor.

The plinth level will be decided soon after actual start of work at site. However, the Plinth level of the building shall be generally 600 to 750mm above the crown of finished road. Changes if any, would not affect the agreed rates and no claim on this account shall be entertained.

Planning, designing and providing required electrical installations for the proposed building shall be as per the CEA, IS & NBC norms.

Planning designing and execution of the rain water harvesting system as per approved norms including laying of pipe lines and construction of substructure/ super structures is included in the scope of work.

Planning designing and providing required firefighting system for proposed Hangar including Office Building shall be as per relevant IS, NBC code and state fire department norms.

The above scope of work includes cost of all materials, manpower, equipment's, T&P, fixtures, accessories, watch & ward and all other essential elements for completion and maintenance of works as aforesaid whatsoever. The approval accorded by BEML before acceptance of tender is only for tender evaluation. Any changes, modifications, revisions etc. required to be done by BEML, local bodies,

proof consultants etc. in accordance with applicable standards will have to be done at contractor's cost and nothing extra shall be payable.

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, water supply lines and Electrical lines etc. The contractor shall properly take care & safe guard all the existing services in the area while execution of work. Also, to make good the dismantled portion of any type of structure, fittings etc

The scope of work includes providing Anti- termite Treatment as per IS code 6313 for all proposed buildings in following stages like Foundation & sub base treatment, Plinth and basement treatment, plinth perimeter treatment, treatment around pipes and conduits.

The Contractor is to take all precautionary measures to safeguard against any accident for the contractor's employees, general public, supervisory staff of the BEML by providing necessary safety equipment e.g. MS sheet barricading etc. and Personal Protection Equipment e.g. helmets, safety shoes etc. at work site.

The Contractor shall procure design mixed concrete from approved external or at site installed RMC plant of adequate capacity with computer control for weigh batching and feeding of all concrete materials as per approved design parameters and shall ensure that the quality and strength of cement concrete procured from RMC plant is as per design requirement through a well-defined quality control system, testing of samples, transportation of concrete (IS 4926:2003) and continuous analysis of result as per Military Engineering Services (MES) Standard Schedule of Rates (SSR) 2020, Part – I (Specifications) and relevant Indian Standards. Sufficient number and capacity of Transit Mixers (TMs) shall be deployed by the contractor with concrete pump and placing boom to ensure timely and quality execution of work.

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 OIC/EIC.

Maintenance / defect liability period would be One (1) year from the date of handing over of the all buildings complete in all respects & fit for occupation.

Structural defect liability period would be uniformly Ten (10) years from the date of Handing over of all the buildings complete in all respects & fit for occupation for which guarantee bond for Ten (10) years should be submitted as per format Appendix XIV at the time of handing over.

The Contractor shall suitably Plan, Design and carry out required firefighting system for the proposed structure as per NBC norms, including the provisions of required capacity underground water tank,

overhead tank, pumps, hydrant, extinguisher, sprinklers, provision of refuge area, fire stair case etc. all as per Govt. Guidelines.

In case of any discrepancy in the number, quantity and specification of any item in various parts / sections of bid document, the higher number / quantity as well as richer specification of an item shall be considered during design and execution of the work without entertaining any claim from contractor for any extra payment / compensation.

The contractor shall prepare the detailed QAP and obtain approval of BEML for PEB, all major works and for works directed on finalisation of detailed design & drawing. However, approval of BEML shall not relieve the contractor from his responsibility of providing Quality products and services as per IS standards/NBC code. In case, at point of time if found relevant standards / codes are not followed, necessary correction shall be made by the contractor at his own cost.

The execution shall be done on the basis of drawings, QAP and schedule to be prepared by Contractor, with prior intimation to BEML. The contractor should give complete details related to planning and design. The functional units within the scope of work can have competing needs and priorities. Idealized scenarios and strongly-held individual preferences must be balanced against mandatory requirements, actual functional needs and taking into consideration Govt. of Kerala & Govt of India applicable norms for the proposed structure.

The drawings and schemes used for execution shall be designed in line with Military Engineering Services (MES) Standard Schedule of Rates (SSR) 2020, Part – I (Specifications), Part – II (Rates) and Amendment to SSR Part – II (Rates) 2020, with correction slips issued up to last date of submission of Bid, relevant IS codes, National Building Code 2016 (or latest) , state gov applicable forms and other standard specifications suitable for such buildings and latest technology will be followed in general except otherwise mentioned in the bidding document. Samples of the material of approved make shall be got approved from the OIC/EIC before use in the work.

Obtaining mandatory approvals from local bodies/ State & Central authorities/ Municipal Corporation etc. for the complete work is in scope of this contract.

Further, the cost of labour, material, tools and plants, shuttering, scaffolding, site barricading, all taxes/duties, GST, all statutory provisions including PF, ESI and Building and Other Construction Workers (BOCW) registration as per the provisions of Factories Act (Kerala Factories Rules), all labour related insurances incl. Labour license under CLRA, all relevant insurances incl. Contractors All Risk (CAR) policy, Compliances to all EHS norms, watch and ward, working in shifts for timely completion and machinery required for execution of the whole project as per Layout plan & detailed design and drawings,

specifications During and Post construction statutory approvals etc. is within the scope of this work within the quoted cost and nothing extra will be admissible under any circumstances.

9. Proposed Buildings & Structures

The following are the Proposed Buildings and infrastructure that shall be designed and executed as per statutory norms.

Sl. No	Description of buildings with dimensions/ capacity	Details of requirement
1	<p>Construction of One Industrial Pre-Engineered Building (PEB) Stores Hangar of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height) with office facility and surrounding Hardstand and Road.</p> <p>Ref: indicative drawing at Annexure-B.</p>	<p>Construction of PEB Store Hangar with office facility and Surrounding roads & Hardstand areas as per below.</p> <ul style="list-style-type: none"> • Stores Hangar shall be designed as PEB building with 2 Equal Bays of 20M width suitable for installing EOT cranes and with heavy duty Concrete flooring. • The Hangar shall be made out of rolled structural steel fabrication with RCC foundation pedestals & columns as per the approved design with block work superstructure masonry all-round the building upto 4 Mtrs height. • Work includes SITC of 2 Nos. of 15T EOT crane, One No of 1 Ton Material lift and One No of 2 Ton Material lift. • Hangar shall consist of RCC Office building on front side with following facilities as per indicative drawings. <ol style="list-style-type: none"> 1. Ground floor with RCC Ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Panel room etc. Toilets and Drivers waiting Room as per Indicative Drawings (attached). 2. First floor with RCC ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Discussion room, etc, Locker room and complete as per Indicative Drawings (attached).

		<p>3. Second floor comprising of Storage area with staircase and Material lift access from stores, as per Indicative Drawings (attached).</p> <ul style="list-style-type: none"> • Mezzanine floor on the side of Bay 2 for storage materials & Inspection Room with partition & furniture as per Indicative Drawings (attached). <p>All connected works like internal & external electrification, firefighting, fire alarm & PA system, surrounding roads with hard stand RCC Concrete floor with storm water drain connecting to River, all around plinth protections, sewage lines, raw water and drinking water line, LAN, CCTV and telecommunication network, Air conditioning, lighting etc complete as specified in scope of work.</p>
--	--	--

10. Stores Hangar

The proposed Stores Hangar with offices and related facilities shall be designed and constructed as per the IS standard and NBC code as per indicative drawing at **Annexure-B**.

The Industrial Stores Hangar shall be designed as Pre-Engineered Building (PEB) system, of size 100 Mtrs (L) X 40 Mtrs (W) X 13.5 Mtrs (Eaves height), made out of rolled structural steel fabrication with RCC foundation, pedestals, columns & gantry girders with masonry all-around the building up to 4 Mtrs height including lintel concrete.

The PEB Hangar and structures should be designed to carry the 2 nos of Minimum 15T EOT cranes at any given location/point. PEB cranes and girders also designed to provide maximum utilizable span availability for shop floor working.

The hangar shall be designed for suitable spans and sufficiently rigid to withstand wind & seismic load as applicable in the area and relevant IS codes.

FOUNDATION of PEB Hangar (and all buildings) shall be designed as per structural design as per soil investigation report based on latest IS codes, NBC and approved drawings.

Foundation Bolts: Foundation bolt of Size (M20 to M 32) of PEB conforming to HFSG 8.8(min) Grade for Truss work shall be provided. Grouting to be provided in the gap between the RCC pedestal top to column baseplate.

Structural steel (PEB) work: PEB shed structural steel components like PEB columns, rafters, bracings, cleat plate, Tie rods, roof ventilators, Turboventilators, sag rods, Gantry girders, purlins, louvers,

purlin support, connecting bolts, walkways, ladders, Handrails, roof sheets, cladding sheets etc shall be designed with yield strength as per IS standard and NBC code.

Paint: All PEB structures shall be applied anti corrosive epoxy primer paint with two coats of epoxy paint with total paint thickness of 150 micron (DFT) of approved make as per specifications.

Canopy: Canopy of Minimum width 4mtr at the Hangar short span side & 3mtr at the rolling shutter openings on Hangar longer span side shall be provided. Sunshades shall be designed and provided at the all-external door entrances and external Windows (Minimum width shall be 0.75 m for doors & 0.6m for windows).

Galvalume roofing and cladding sheets: 0.60 mm thick colour coated galvalume sheet for roofing and 0.50 mm thick colour coated galvalume sheet for external cladding (wall area) with yield strength of 550 MPA shall be provided.

Polycarbonate sheet: Poly Carbonate (PC) sheet 2mm thick for skylight (upto 10% roof area) and for the vertical (cladding) side also (max. of 6 to 8% of side area) provided.

Turboventilator: Heavy duty Turbo ventilator made of Stainless-steel top and bottom, with aluminium alloy vanes for roof based on design shall be provided over the roof sheet. Minimum 24 Nos shall be provided

Louvers: Colour coated galvalume sheet material fixed S/Z type louvers shall be provided of (min) 3M x 1M shall be provided for air flow in the building.

Flashing: Colour coated galvanized, 0.63mm mild steel sheeting, in ridges, gable trim flashing, corner flashing, drip flashing with grade of zinc coating 275 shall be provided.

Eaves Gutter: Colour coated galvanised, mild steel sheeting, in gutters (length and girth as fixed) with grade of zinc coating 275, 0.80mm thick shall be provided.

Down take pipe: Colour coated galvanised, mild steel sheeting made to square in shape for Rain Water Down Take Pipe with grade of zinc coating 275, 1.00mm thick shall be provided.

XLPE insulation: 12 mm thick Flexible XLPE Thermal Insulator with Minimum Density of 25Kg per cubic metre and laminating both sides Aluminium Foil shall be provided. Necessary SS/GI wire 18gauge to be laid uniformly centre of the 0.6m interval and perpendicular to the purlin. (To avoid sagging between purlin to purlin) Including insulation accessories materials of 3" Dia nylon wheel along with 45mm/60mm SDS HEX tapping screws. Also, insulation joints finishing with 50mm/75mm width Reinforced Aluminium foil tape shall be provided.

Hangar Flooring:

Sub base and RCC Flooring shall be designed for safer movement of trucks with axle load of 12 ton/Axle.

Sub base: Sub base shall be designed with GSB of minimum thick of 200mm grading as per Grade I as specified Table 400-1 of MoRTH specifications, Wet mix macadam (WMM) of minimum thick of 150mm grading as per table 400-13 of MoRTH specifications and PCC 1:4:8 minimum thick of 150mm. However, if design requires higher thickness of sub base design considering site condition, suitable design to be followed.

RCC FLOORING :The Hangar flooring shall be designed as RCC high-performance industrial concrete flooring designed as per TR34 (4th Edition) FM3 standards, comprising minimum 200 mm thick M35 grade concrete reinforced with high-strength 4D steel fibers of 10-15Kg/M3, diamond dowels, treated with 3-5 kg/m² of dry-shake metallic or quartz surface hardener, finished using laser screed and ride-on power trowels to achieve flatness tolerance, followed by groove cutting for contraction joints within 24 hours of casting, joint filling with high-modulus PU sealant, edge chamfering, and curing using spray-applied resin-based compound to ensure superior abrasion resistance, durability, and performance under free movement of industrial equipment.

Colour floor hardner shall be used for aisle ways and densification of concrete in all areas of Hangar shall be done to reduce dust formation.

Expansion joints and construction joints with necessary treatment to be provided as per IS 3414.

The Aisle ways shall be of width as per drawing and shall be finished with color floor hardner approved by BEML prior to the execution of the work. The Aisle ways shall have 100 mm broad markers on either side in Golden yellow colour with PU/ thermoplastic road marking paint.

Masonry wall:

- All-round brick masonry wall up to 4 mtrs height & galvalume sheet cladding with louvers/ventilators balance height in the Hangar area.
- Masonary wall separation inside the bays shall be provided for height of 5 Metre as per indicative drawings in **Annexure B**.
- All Masonry wall shall be provided with Fly ash Brick work of 230mm thick masonry with RCC mullion columns & Lintel beams for all buildings. All the RCC element and Masonry wall junction shall be provided with GI mesh for 150mm wide, nailed properly before plastering. The masonry wall, RCC columns/Lintel beam shall be plastered with 20 mm thick Cement mortar C.M 1:4 with necessary grooves and patties.

Mezzanine flooring

Mezzanine floor on the side of Bay 2 for storage materials (4M height from floor level) shall be designed and provided with up to Inspection Room with partition as per Indicative Drawings (approx Size of 21Mx 6.5M with clear height of 3.5M to 4M). Mezzanine floor designed with steel structures, deck sheets & FM3 flooring with loading capacity of 1000Kg/Sq.M. Access ladder and Safety Handrailing as per NBC/IS standard shall be provided.

Office Building

- Work shall include design and construction of RCC office with G+2 configurations inside the proposed Hangar. Ground floor & First floor of building shall be designed with RCC ceiling and Second floor with Galvalume roofing with PEB structures.

The following are the requirements of the Office buildings.

Ground Floor Office area:

- Ground Floor with RCC Ceiling (4M height from floor level) which shall consist of Masonry wall up to 4mtrs height Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Panel room etc. Toilets and Drivers waiting Room as per Indicative Drawings (attached).

First Floor Office area:

- First floor with RCC ceiling (4M height from floor level) which shall consist of Masonry wall up to 4mtrs height Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Discussion room, etc, Locker room and complete as per Indicative Drawings (attached).

Second Floor Office area:

- Second floor comprising of Storage area with staircase and Material lift access from stores, as per Indicative Drawings (attached). Parapet wall of 4 feet shall be provided on either side in second floor with 4 feet grill on the inner side for protection. RCC Slab for First floor roof shall be designed for min 1000Kg/M2 suitable for installation of storage racks.

Inspection office:

Office with false ceiling below the Mezzanine flooring shall be created for inspection and clearance works. Furnitures, LAN connection and ACs shall be planned for the office.

Flooring for Offices & toilets:

Offices in Ground floor & First floor & Driver waiting room shall be provided with Vitrified tile flooring with full body vitrified tiles of minimum size 600 mm x 600 mm & skirting of approved colour (100MM ht.) (basic cost shall not be less than Rs 100/sq. ft.) with cement mortars bedding layer shall be provided.

Sub base of PCC (not less than 125mm) in all the rooms including earth compaction and achieving 98% compaction to be ensured.

In all toilets in all proposed buildings, Anti-skid Vitrified floor tiles shall be of minimum size 600 mm x 600 mm and wall tiles upto false ceiling height or upto 10 Feet height shall be provided. Water proofing of toilet blocks complete flooring and wall upto 1.5M to be carried out using liquid water proofing using polyurethane compound of approved makes.

Flooring of Locker room, second floor storage area & Mezzaine shall be provided with FM3 concrete flooring.

Rolling shutters.

The scope of work includes Design, Supply, Installation, testing and commissioning of motorized electrically operated heavy duty rolling shutters as per dimensions in proposed stores Hangar as per drawing in **Annexure-B** as per NBC /IS standard.

1. 4 Nos of rolling shutters with 5M width x 6M height & 2 Nos of shutters with 4M Width x 4M Height shall be provided in the locations as per indicative drawing.
2. Rolling shutter shall be designed to withstand heavy wind and shall be fabricated out of Minimum 18 Gauge MS sheets and shall have min 7-inch-wide guide channel. Perforated leaves of minimum 1.5-meter height shall be provided at centre of shutters.
3. Lockable operating switch and separate power control switch to be provided near each shutter at accessible height.
4. Rolling shutters shall be painted with Epoxy paint for long durability. Bottom of the rolling shutter shall be made of pressed plates.
5. Provision to be provided for manual operating the shutter in case of power / motor failure.
6. Rolling shutters shall be designed to provided clear height mentioned in Indicative drawings in **Annexure-B**.

Crane infrastructure and requirements

The scope of work includes design, manufacture and installation of the structures, rails and support steel frames for installation and operation of following crane capacities.

1. The Structure steels components of PEB structure like Columns, rafters, crane gantry girders, purlins and foundation for Hangar shall be designed considering with the following capacity cranes and other requirements:
 - a. Suitable to install & operate 2 Nos. of Double girder 20T EOT cranes in Bay 1 and Bay 2 at 9 height from FFL.
 - b. Suitable to install Nos. of HVLS fans, Electrical LED Lightings, Electrical power supply points, Walkways on sides of crane girders, Access ladders, Pneumatic lines, Fire hydrant & Fire alarm system, motorized rolling shutters, etc. as per approved design and drawings.
2. Walkways made of MS chequered plate shall be provided on either side of bays throughout the length of hangar on the sides of EOT Crane Gantry girders.
3. Walkways shall be also provided along width (front and back side) of Hangar connecting the EOT crane gantry walkways.
4. Handrails as per standard with toe guard shall be provided on the either side of the walkway wherever required.
5. 2 Nos of DOG legged staircase made of Steel frame with (min) 3 feet width with multiple landing to provide to reach crane walkways. Height and width of each step shall be as per IS standard.
6. Above dimensions are indicative and based on actual design and clearance available, final dimensions may be derived.

EOT Cranes:

The scope of works includes Design, Manufacture, Supply, Erection, Testing & Commissioning of 2 No. of 15 Ton EOT Cranes of following span conforming to latest IS 3177 & 807 with Down shop lead (DSL) and Gantry rails as per specifications in **Annexure E**.

Sl. No	Description	Span	Qty	Remarks
1	15 Ton EOT Crane	18m±1.0 m	2	Bay width 20M and Span depends on the column and girder spacing as per PEB design

The Contractor shall procure EOT cranes only from crane OEMs who shall comply with following qualification criteria.

1. OEM of EOT cranes shall have minimum 10 years' experience in Design, Manufacture, Supply, Testing & Commissioning of EOT cranes.
2. OEM of EOT cranes shall have supplied and commissioned minimum 5 Nos. of 15 Ton or higher capacity EOT cranes with minimum span of 20M length in last 7 years.

3. OEM of EOT cranes shall submit performance certificates from minimum Two (2) reputed customers of 15 Ton or higher capacity for satisfactory performance a minimum One year after commissioning.

Note: The Contractor shall submit documents like experience, Purchase orders, Commissioning certificates, performance certificates, contact details of customer etc from OEM for complying above qualification of EOT cranes to BEML and obtain approval for finalization of Crane manufacturer. BEML shall verify the documents submitted by the bidder.

Bidder after commissioning shall conduct load test as per the IS3177 and shall obtain the third-party inspection certificate from competent person approved by Kerala state Factories and Boilers.

Material Lifts

Scope of work includes design, supply, installation, testing and commissioning of 2 Nos. of Material lifts as per IS/NBC code with all safety functions and required related works as below requirement shall be provided in the Stores hangar.

- a. Industrial materials/goods lift of 2 Ton capacity shall be provided in bay 1 with access to first and second floor (Maximum Lift height: 8-9M) shall be designed and provided.
- b. Industrial materials/goods lift of 1 ton capacity shall be provided in bay 2 with access to Mezzanine floor (Maximum Lift height: 4M) shall be designed and provided.
- c. Lift shall be Electrically operated hydraulic operated with four guide rails, protective cage and safety doors in each floor.
- d. Third party certification from Factories and Boilers competent person/ or any required statutory authorities shall be provided.
- e. Contractor shall ensure all safety parameters like caged doors, emergency switch, overload indicators etc as per relevant IS and NBC codes.

The Contractor shall get supplied and install Materials lifts only from Lift OEMs who shall comply with following qualification criteria.

1. OEM of Materials lifts shall have minimum 5 years' experience in Design, Manufacture, Supply, Testing & Commissioning of Materials lifts.
2. OEM of Materials lifts shall have supplied and commissioned minimum 10 Nos. of 2 Ton or higher capacity similar type lifts in last 7 years.
3. OEM of Materials lifts shall submit performance certificates from minimum Two (2) reputed customers of 2-ton Material lifts or higher capacity for satisfactory performance a minimum One year after commissioning.

Windows:

UPVC windows shall be provided in the office building with sliding doors and fly mesh cum fixed glaze UPVC multi-chambered frame, sash and mullion extruded profiles duly reinforced, UPVC extruded glazing beads of appropriate dimension, EPDM gasket, stainless steel (SS 304 grade) friction hinges, zinc alloy (white powder coated) casement handles, G.I fasteners 100 x 8 mm size for fixing frame to finished wall, plastic packers, plastic caps and necessary stainless-steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, mullion (if required) shall be also fusion welded including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant. UPVC windows of minimum Size of 1.5M x 1.2M shall be provided. UPVC windows of premium colour and finish shall be provided in Lean to shed building FF as per interior design.

Casement type steel windows with glass shall be provided in Stores Hangar. Steel windows shall be painted with weatherproof Epoxy paint as per standard procedure.

M.S Grill: Mild steel (Grade 250) for window openings with 2 coat of epoxy paint with a primer coat to be provided on all windows of proposed building.

Ventilator: UPVC Ventilators with heavy duty exhaust fan with frame as per standard procedure with Pinned Glass Shutters of 6mm thick shall be provided in the toilets.

Doors:

1. Galvanised steel door with PU paint with metal frame and shutter shall be provided with all accessories for main doors of stores and Hangar.
2. For internal doors in offices, Toughened Glass doors/ wood pressed door with floor spring door closure with all door hardware's & accessories like, but hinges, tower bolt, mortice lock, handle, Door Stopper etc.
3. Toilet Doors: Fibre reinforced polymer Door frame shall be of size 95mm x 65mm, of 2mm thick laminate filled with suitable wooden block, and covered with fibreglass mat all sides with all door hardware's like, ss hinges, tower bolt, mortice lock, handle etc. shall be provided.
4. Fire rate doors shall be provided wherever required as per norms.

SS Hand rail for staircase: SS handrail made of 316 grade square and circular pipe sections, for stair case & landing slab where structural glazing is provided. All the joints and sections should be cut to length,

welded, grinded, wherever necessary and polished the entire length of handrails etc., complete as per design & drawing.

Granite stone for staircase: Pre polished 18 mm thk Anti-Skid Finish Granite Stone) of required size, approved colour, quality, shade and required pattern for Staircase Flooring borders, stairs in Landing, treads, risers and skirting. The steps nosing should be pencil rounded and the steps should have 50mm wide flamed finish for anti-skidding with necessary groove cutting for making flaming. All the joints to be grouted with Epoxy grout matching colour to flooring materials, necessary grouting arrangement wherever required (Basic Cost of Granite Rs.150-sq.ft.).

Toilets:

Toilets as per the indicative drawing in **Annexure-B** shall be provided in Hangar.

1. Wall tiles: Wall tiles shall be provided up to the height of false ceiling, with 600mm X 600 mm size vitrified tiles of approved make, pattern and design.
2. Floor tiles: Floor tiles shall be 600 mm x 600 mm size antiskid vitrified of approved make, pattern and design are to be provided.
3. Basic cost of tile shall not less than Rs 80/Sft (Excl GST) for both type of tiles.
4. Water proofing shall be carried out using acrylic polymer modified elastomeric coating for floors and till 1.5-meter height on all sides of wall before fixing tiles.
5. Sanitary fittings like Wash basin, Urinals, EWC, IWC with health faucet etc shall be provided as per Approved drawing and make.
6. Pipe fittings like Angle valve, washbasin taps, push cocks short and long body taps shall be chrome plated fittings of approved makes.
7. False ceilings shall be provided in all toilets and all plumbing & sewage piping (Horizontal & Vertical) shall be concealed with suitable materials as per site conditions and maintain good aesthetics.
8. Toilet blocks shall be designed with sunken flooring wherever required.
9. The Drainage line is to be connected to sewage chambers near each toilet which in turn connected to the Sewage Collection Pit sewer line.
10. Standard sanitary fittings shall be provided in the toilets.
11. Bottom storage shall be provided in each toilet beneath the granite platform.
12. Brass chromium plated Pillar taps, Bib taps, Health faucet, angle/stop cock of reputed make as per Acceptable brands of Material are to be provided etc.
13. Each wash basin shall be provided with edgeless Mirror not less than 2 feet x1.5 feet with mirror light fittings.

14. Urinals for gents' toilets in all locations shall be provide with partition slabs.

11. Other infrastructure:

Water supply and plumbing requirements:

Work includes designing and execution of Raw water lines for toilets & utilities, drinking water lines for water dispensers, overhead head water tanks etc. including necessary related civil works, providing trench works with support structure for laying of pipe lines.

Water tank in Hangar:

1 Nos of three-layer water tank capacity of 1000Litre with brass float valve (capable of withstanding 4 bar pressure) with necessary supporting steel structures to be provided for the toilets in proposed buildings at suitable location with isolating and bypassing valves to act as temporary water storage facility.

Water Supply lines:

Raw water pipe line from nearby building (Approx. 75M) from Stores Hangar shall be laid through GI pipeline. Main Header line shall be designed with min 2-inch GI Class B pipe. Pipe line from tank to toilets shall be provided with UPVC pipe line. Gate valve, Pressure relief valve and pressure control valve shall be provided at suitable location.

RO / Drinking water lines:

Drinking water pipeline to the water dispensers in proposed building shall be provided through UPVC pipe line (min 40mm) from nearby location (Approx. 60M) from Stores Hangar. Complete internal pipe line to all dispensers shall be connected. Drain lines from the water dispenser shall be provided through PVC pipes.

Water dispensers:

Stainless steel body Water dispenser with Hot, Cold and Normal water dispensing facility shall be provided in proposed Hangar, office and Utility rooms as per Factories and boilers norms. Water dispensers shall be installed by providing suitable pipeline, platform and water draining facility.

The following are minimum quantity capacity of water cooler.

1. 3 Nos of water dispensers (Large) with Normal and cold-water tank capacity of 30 to 40 litre and Hot water tank capacity of 3 to 5 Litres. Minimum flow rate of 125L/hr.
2. 3 Nos of water dispensers (small) with Normal and cold-water tank capacity of 14 to 16 litre and Hot water tank capacity of 3 to 4 Litres. Minimum flow rate of 125L/hr.

3. Water dispenser input hose and float shall be capable of withstanding 3 to 4 bar water pressure.
 4. Dispenser shall be provided with prefilter and carbon filter.
- All connectors, hoses, pipelines, tanks, dispensers used for providing drinking water purpose shall be made of food grade materials.

Trenches:

RCC trenches for Cables and Utility lines (Water line) shall designed and provided internally as per requirement. Trenches shall be closed with Heavy duty Precast concrete slabs of minimum thickness of 100MM and the resting portion of trench shall have a minimum width of 100mm on either side. RCC slabs can be provided wherever movement of vehicles are there.

Sewage lines & Collection Pit:

Scope of work includes design, supply, installation, testing and commissioning of Sewage lines from all toilets to collection pit with intermittent chambers as per IS standard/ NBC code. Indicative drawing showing sewage line and collection pit is enclosed in **Annexure-C**

Hub and spigot type Centrifugally Cast-iron pipe as per relevant IS shall be provided for horizontal connections & vertical stacks from toilets till the chamber to be provided. Pipe joints shall be made through sealing through compression gaskets, Lead, oakum or other joining compounds like elastomeric gaskets.

Collection pit:

Scope of construction of collection pit is not included and it is part of proposed HMT hangar. However, contractor shall coordinate with the contractor for HMT Hangar and other related agencies for connecting the sewage line to the said collection pit.

Chambers

Collection chambers shall be provided at 25 to 30Meter distance with depth designed based on inverted level. Chambers also to be provided at all junctions and either side of RO pipe line crossings. Chambers shall be made of Masonry wall with RCC slab on the top with minimum thickness of 20CM for heavy vehicle movement. Chamber opening shall be closed with Heavy duty RCC cover slab as per IS standard.

Small chambers with nahani traps shall be provided outside of all toilets and shall be connected to main sewage pipe line. Pipe line between chambers and to Collection pit shall be provided through minimum 6-inch PVC 10Kgf/cm² pipe buried as per inverted level.

Concrete Road crossing of all pipe (In existing and proposed road) and making good of surface is included in scope.

12. External Road and Hardstand:

Scope of work includes design and execution of RCC External Road and Hardstand Road suitable for safe carrying capacity of heavy-duty vehicles with Axle load of 10T/ axle as per MORTH specification and IS standard. Cement concrete road consists of RCC concrete pavement layer (Min 200mm thick and reinforcement with min 12mm dia TMT bars over a subbase, with various layers like a subgrade, granular sub base (of suitable thickness), WMM (150mm thick) and lean concrete base (min 150mm thick). Minimum Concrete Mix for Primary layer of CC shall be M35 design Mix. Reinforcement like dowel bars, tie bars shall be used as per design load. Separation Membrane of minimum thickness of 125-micron LDPE sheet, Complete as per MORTH specification. Provision for contraction, expansion, construction and longitudinal joints, joint filler, separation membrane of minimum 125micron, sealant primer, joint sealant, debonding strip, dowel bars & tie rod, and including cost of admixtures as approved, curing compound, finishing to lines and grades complete as per specifications MORTH standard. Indicative drawing for proposed Road and Hardstand area enclosed in **Annexure-D**.

Storm Water drains & Kerbwall:

Storm water drain shall be designed and provided on either side of the Road with RCC wall (of min width of 150mm) along with suitable heavy duty RCC slabs in road crossing (suitable for movement of heavy-duty trucks with axle load of 12Ton) maintaining required gradient and water carrying capacity connecting to the main drain. The Storm water drain shall be designed with suitable width and depth, adequate to drain water from area above to river as in the drawing and shown by Engineer in charge. Storm water drain should not be less than 450 mm (clear opening of the Drain). Indicative drawing for Storm water drains enclosed in **Annexure-A**.

RCC Kerbwall with smooth finish concrete shall be provided on both sides of road of minimum height of 400mm and thickness of 150MM. Kerbwall shall be painted alternatively yellow and black glossy kerb wall paints of approved make.

MS gratings: Heavy duty Mild steel (Grade 250) gratings suitable for movement of heavy-duty trucks shall be provided on storm water drains for collection of water. RCC slabs shall be provided in high mobility area over storm water drain.

Road crossing:

For routing of Utility service lines and cables like OFC, Electrical, CCTV cables etc in future, road crossing shall be provided with following specifications and quantity.

1. Hume pipe 300 mm dia. (of NP2 Standard) is to be provided below the Roads by suitably cutting & consolidation at 2 Locations.
2. Double Wall Corrugated HDPE Pipe of 300 mm dia. (of SN8 Standard) is to be provided from behind of Security Room (Material Gate) to the new Office Block/Hangar at 4 Locations.
3. Double Wall Corrugated HDPE Pipe of 200 mm dia. (of SN8 Standard) is to be provided from behind of Security Room (Material Gate) to the new Office Block/Hangar at 2 Locations.
4. On both sides of pipe, brick wall chambers (80cmx80cm) of suitable height shall be provided with chequered plate cover.
5. Above quantity is in addition to hume pipes for storm water drain crossings and RCC Trench crossings.

13. General Civil requirements:

The following conditions shall be followed in all proposed buildings unless specifically mentioned

1. **Refilling / Back filling:** Refilling / Backfilling soil **with** available earth free from boulders, clay and rubbish in trenches, plinth beam, foundation under floor etc, wherever required in layers not exceeding 30cm depth and consolidating in each layer by rammering and watering after using vibratory roller to rolled for compaction with 98% of compaction to be ensured.
2. **Masonry wall:** Masonry wall shall be provided with Fly ash Brick work of 230mm thick masonry with RCC mullion columns & Lintel beams for all buildings. For wall thickness 115mm shall be provided with hoop iron at every 3 courses.
3. **Sill level concrete:** Reinforced (Min 8mm) level concrete with minimum thickness of 100mm on sill level of masonry wall in all buildings shall be provided.
4. **Plastering:** All the RCC element and Masonry wall junction shall be provided with GI mesh for 150mm wide, nailed properly before plastering. The masonry wall, RCC columns/Lintel beam shall be plastered Cement mortar C.M 1:4 with necessary grooves and patties. Internal walls -12mm Thick, External wall -20mm Thick.

5. **Sunshade:** RCC sunshade shall be designed and provided for all other openings, doors and Windows (Minimum width shall be 0.75 m for doors & 0.6m for windows) in Masonry wall.
6. **Water proofing in terrace, wall and toilets:** Acrylic polymer modified elastomeric water proofing membrane coating for concrete and masonry with two component cementitious acrylic high build coating as per the approved make. The system includes base preparation of cleaning, brushing and removal of flaky materials, grouting the porous area with cementitious grout, applying in two coats @ 1lit/4 to 5 sq.m/coat. Coating shall be done on the entire horizontal surface and has to be continued upto the wall level on the Parapet (0.6M)/ Toilet wall (upto 1.5M) as per the manufacturer's methodology and specifications.
7. **Toilet Sunken flooring:** Brick bat coba in CMB 1:4:8 using approved broken brick bat 25 mm and down gauge laid topped with 20mm thick C:M 1:4 plaster. The mortar of the plaster shall be admixed with integral water proofing compound @100ml/bag of cement and mortar plasticizer @200ml/bag of cement, with proper slope to drain-off water entirely and complete. The top finish coat shall be broom-finished suitable for laying tiles in sunken floors.
8. **Screed concrete:** Slope making and protection to the water proofing treatment with 75mm average thickness screed concrete mixed with approved make of chemical, laying at all junction of vertical and Horizontal junctions/ offsets with CM 1:4 and admixed with approved make of chemical at a dosage of 1L/cement bag or as per the manufacturer's methodology and specifications
9. **Internal Painting:** Inside wall surfaces shall be uniform finished with two or more coats of premium plastic emulsion paint over a coat of primer and 2 coat of putty.
10. **External Painting:** All External wall surfaces, chajjas, sunshade shall be finished with two or more coats of exterior premium Ist quality emulsion paint over a base of two coats of water proofing exterior base paint as per manufacturer recommended procedure. White washing shall be done before applying primer.
11. **Plinth protection:** Plinth protection shall design to provided (min) 100mm thick RCC flooring /precast RCC slab over PCC bed of 75mm thick on 98% compacted subbase. Plinth protection of 2.5 to 3 metre all around for other buildings and Hangar shall be provided.
12. Road markings using thermoplastic paint and road safety signage with reflective stickers shall be provided.

Roof safety requirements:

Design, supply, installation, testing and commissioning of a complete roof safety system including horizontal life line system, vertical life line

on ladders, and guide rails on roof edges. All materials used in the safety system shall be corrosion resistance and designed for long term outdoor exposure. Final installation shall be inspected and certificated by a third-party safety agency.

Horizontal life line system (Stainless steel): Design, supply, installation, testing and commissioning of End anchor, Intermediate anchor, Corner anchor, Tensioner, shock absorber, steel wire rope, Bolts/Screws, Sealant tape and other life line items in as per EN795:2012 standard on industrial PEB hangar and lean to shed office building with minimum 2 users simultaneously.

Vertical Life line system for fixed vertical ladder: Design, supply, installation, testing and commissioning of Fall arrest shuttle device, guided type fall arrester, harness anchorage system, and other vertical fall arrest items for all vertical fixed ladders.

Roof Hand rails: Design, supply, installation, testing and commissioning of Roof hand rails on Hangar roof edges using GI tube/ pipe sections with a minimum height of 1.1 meter, including mid -rail and toe board to prevent accidental falls. Removable access gates or hinged rails must be provided at maintenance zones.

ERECTION AND SETTING OF PEB STEEL STRUCTURE

1. The erection of steel work shall be in accordance with Bureau of Indian Standard Specifications Nos. IS-800 and IS - 816.
2. The contractor shall be responsible for the suitability, safety and capabilities of all plant and equipment used for erection.
3. Prior to starting erection of fabricated structure, defects if any shall be rectified. The contractor shall erect the structural steel members in position, to dimension, and levels, as in relevant drawings and shall take care to see that component parts are not interchanged. Girders, stanchions etc., must rest fairly on their beds and will not be taken as erected until completely plumbed, aligned leveled, bolted or welded and strengthened, in every respect. The camber, if any, is to be maintained as shown in relevant drawings.
4. Particular care should be taken to ensure free expansion and contraction wherever provided in the relevant design / drawings or so directed on site.
5. While erecting, the holes in different component parts of structure should be made concentric with the use of drifts before any service bolts are fitted. No drifting shall be allowed except for bringing together several parts forming a member but the drifts must not be driven with such force as to disturb or damage the metal above the holes.
6. Hammering of bolts to make holes concentric shall in no case be allowed. No nuts should be allowed to become loose and no unfilled

bolt-holes are to be left in any part of the structure unless otherwise specified in the relevant drawings. Welding should be adopted wherever specified in the drawings. Wooden rams or mallets shall be used in forcing members to position, in order to protect metal from injury or shocks, chipped edges shall be finished off smooth and all concave surface rounded off.

7. All erection tools and plants viz. derricks, cranes etc. will have to be provided by the contractor as required in the erection work. All erection devices must be removed after the work is over, in such a way that no damage is done to the erected structures. Any damages, in this respect must be rectified by the contractor at his own cost.

14. ELECTRICAL WORKS

ELECTRICAL INSTALLATION WORKS

The scope of work includes Planning, Design & preparation of Drawings, obtaining approvals from the department, supply, Installation, testing and commissioning of Internal Electrical Installations with Low voltage (415V) for providing power to all Proposed stores Hangar, Office etc. which including but not limited to SITC of LT Panels, LT cabling, earthing, trench constructions, Utilities like Internal and external Lighting, Power wiring, telephone conduiting, EPBAX, Exhaust fans, Ceiling/wall fans, Switch boards, Switches, Sockets, MCB's, MCB DBs, UPS, CCTV surveillance system, Rising Mains/BBT, Air conditioner system, lightning & protection requirement, street & High mast lighting, associated panels etc in Proposed buildings as per approval . Complete wiring in the building for light, power, communication etc. shall be done in appropriate size PVC / MS conduits as per NBC/ IS standard. Fire alarm and PA wiring shall be done in MS Conduits. All conduits, switch & socket are to be air sealed.

Contractor shall carryout electrical installations through valid Electrical License holder.

CEA APPROVAL:

The contractor shall be responsible for design and execution of complete Electrification work as per latest Electricity rules, NBC code & CEA Regulations and getting the all the installation inspected and approved by the Central Electrical Authority of India, as required. The Contractor shall obtain and deliver to the BEML the certificates of final inspection and approval from the above-mentioned authorities.

The inspection fee etc., shall be paid by BEML, only for the first inspection. In case of defects being pointed out by the above agencies on contractor's work, the contractor shall rectify these defects at his own cost and arrange for re-inspection by the above authorities till such time the installation is

finally approved and required certificate is issued. The Contractor shall bear all expenses and deposit the necessary fee for the second and subsequent inspection by the above agencies.

If may not be possible to cover the entire installation in one Inspection, the Contractor shall plan for more than one Inspection and include the incidental expenses required for the first and the additional inspections without any additional charge.

Input Electrical supply

Input electrical power supply (3ph, 415V, 50Hz) for proposed stores building proposed from LT panel room of Utility building which is part of Proposed new Production Hangar which is located adjacent to proposed stores. Proposed buildings and cable route shown in Layout in **Annexure A**.

LT ELECTRICAL INSTALLATIONS-

The following are the proposed LT panels to be designed work for stores.

Sl. No	Name of panel	Location	Remarks
1	Power panel	Stores Hangar	Panel for connecting to Lighting panel, Power panel, Shop office panel, PDBs, Test rigs etc
2	Lighting panel	Stores Hangar	Panel for connecting to Lighting DBs, UPS through Emergency Lighting DBs UPS etc
3	Shop office panel	Office Server /Panel room	Panel for connecting to office lighting, Office PDBs, ACDBs, UPSs etc

The above are indicative requirements and in all panels provision for future expansion shall be provided. Based on the actual design, load requirement and norms, the routing and panels quantity shall be designed.

The following points to be considered while designing and supplying the LT Panels.

1. All LT Panel boards shall be manufactured by CPRI approved manufacturer only.
2. Higher current rated feeders (more than 800A) shall have only Air circuit breaker (ACB) control and lower rated feeders shall have MCCB control.
3. Breaking capacity of MCCBs shall be designed based on NBC/CEA/ IS standard.
4. All panels shall be fitted with multi-function meter having RS 485 connectivity and shall be linked with existing IP based online Energy monitoring system to log the power utilization.
5. All circuit breakers, components of panel used shall be as per Approved make list.

6. Minimum 3 spare feeders shall be provided in each panel.
7. Earthing for all panels shall be done with copper earth flat and connected to earth network.
8. Pre dispatch inspection is mandatory for all panels.
9. All mandatory tests, pre and post commissioning test shall be conducted as NBC/CEA/ IS standard and reports shall be submitted.
10. Triplicate of All drawings, test reports and approved drawings to be submitted by contractor.
11. LT panels shall have spare feeders for future expansions.
12. All panels and loads higher than 50KW shall have separate multifunction meters with RS 485 port.
13. All panel MF meters shall be connected to existing IP based online Energy monitoring software with required licenses and programming.

CABLE AND UTILITY TRENCHES

The scope of work includes Design and construction of suitable size RCC trenches inside and between the proposed buildings including road crossings for laying of LT Cables, LAN cables and Utilities lines like drinking water lines, raw water lines etc as per NBC/IS standard.

The following are trenches to be planned for routing of cables and utility lines.

1. LT cables routing from LT Panel room in proposed Utility building to Stores panel room as per relevant IS standards and CEA regulations.
2. Utility trench for routing raw water pipe lines and drinking water pipe lines.
3. Internal trenches in Hangar for LT cabling and pneumatic pipe lines between bays.

The following points to be considered while designing trenches.

1. Insertion plates on sides of trenches for welding steel support for tray and pipe line shall be provided at suitable interval.
2. Sufficient clearance with inspection chambers for laying cables/ pipe line in future for maintenance work shall be provided.
3. Heavy duty RCC precast slabs shall be provided at road crossing and vehicle crossing area at required intervals. RCC Slabs shall have minimum 15cm thickness and shall be designed for safe movement of Heavy-duty trailer/ vehicle up to 15-ton axle load.
4. Trenches shall be designed to prevent Water entry and flooding inside trenches during rainy season.

Earthing

The scope of work includes supply, Installation, testing and commissioning of Electrical Earthing systems of adequate quantity of earth pits for all electrical installations & Equipment in proposed building LT panels, Cranes, PEB structures, trays, Distribution boards, Lightning etc with suitable interlinking joints as per latest IS standard 3043 and CEA regulations. Earth pits shall be covered with heavy duty slabs and display boards with earth resistance value, testing date and

Next due date for testing shall be provided. Earthing of cable trays shall be provided as per IS standard.

Lightning arrestors and protection system

The scope of work includes Design, Supply, Installation, testing and commissioning of Lightning arrestor protecting system as per IS 2309 and relevant latest IS standard approved by CEA regulation for all proposed building. Further lightning protection for telecommunication system shall be provided as per latest standard.

Shop floor lighting

1. LED light shall be designed to have uniform illumination 300Lux (min) at 1M height above the FFL and other parameters as per IS standard and NBC.
2. Shop floor shall be provided with min 150W industrial type-high bay LED luminaire suspended from PEB rafter with efficacy min 130Lm/W.
3. Light fitting shall be suspended through suitable metal pipe fixed rigidly to PEB rafter with suitable metal clamp. Height of Light fittings to Crane top shall be ensured between 1.00M to 1.20M.
4. Stay wire/ chain shall be provide as an additional support for light fittings.
5. Canopy lighting to be provided with min 80W high bay light with single switch control for 2 light fittings.
6. Emergency lighting to be provided in shop floor aisle way with switch control provided near to shopfloor lighting DB with UPS of suitable capacity.
7. Shop floor lighting shall be provided with 3 core cables of suitable size in MS conduit laid over the trays.
8. Provision for timer control of light fittings to be provided below each shop floor lighting DB.

Office area lighting

1. Office area lighting shall be provided with Recessed mounted LED downlighters in false ceiling/ LED batten fittings as per site requirement and shall be designed to have 300 to 400 Lux at 1M height from floor level in Office building in all floors.
2. Emergency and escape lighting shall be provided for path way and required locations in office as per IS standard and NBC requirement.
3. Lightings for Ground floor utility buildings shall be provided with LED batten fittings.

External Lighting & Panels:

1. LED Street light (IP 67) with 120 W (Min) shall be provided all around the PEB Building /Lean to shed office at height 6-8M with suitable fixing clamp and structure. Light shall be provided at 15M interval and shall have single switch control for 3 LED light fittings.

2. LED Street light (IP 67) with 120W (Min) shall be provided on Roads at 20M interval on Lighting poles of 8-9M height on suitable RCC foundation & pole earthing. Cabling for the poles to be provided through underground cabling from weather proof distribution pillar box located at suitable location. Weather proof terminal box with terminal for cable connection and light control shall be provided at each pole.
3. 1 No of 16M High mast light with wind rating of 50m/s in suitable RCC foundation as per manufacturers recommended procedure shall be provided in front of Store Hangar. High mast pole shall be capable of fixing 8 nos of 200W LED light fittings and shall have electrically operated winch for hoisting the luminaire carriage.

POWER OUTLETS

Power outlets shall be provided in Hangar as per below requirements.

1. 32 A Three phase power points with RCBO controlled with insulated industrial plug and sockets in MS/ ABS enclosure of approved makes shall be provided at rate of 1 number per 4 PEB columns on either side of bay.
2. 20 A single phase power points with RCBO controlled with insulated industrial plug and sockets in MS/ ABS enclosure of approved makes shall be provided at rate of 1 number per PEB columns on either side of bay.
3. 63A Three phase power points with RCBO controlled with insulated industrial plug and sockets in MS/ ABS enclosure of approved makes shall be provided at rate of 2 number on either side of bay.
4. 3 phase 10A power supply shall be provided to all Rolling shutters.
5. Suitable size VTPN DBs shall be designed as per the above requirements.
6. Cabling shall be routed through Trays and conduits.

Earthing connection to Trays, Power outlets and supports shall be provided as per NBC/CEA/IS standard.

Cable trays.

The scope of work includes Design, Supply, Installation, testing and commissioning of cable tray system (perforated and ladder type tray of suitable dimension) with suitable support structure all around the stores and office for routing of cables for power, lighting, power outlets, data, telecommunication etc. Cable tray network shall be designed in bays, trenches and above false ceiling based on the requirement. Cables, conduits routed through the trays shall be clamped & earthed as per NBC/CEA/ IS standard.

Distribution boards and power sockets.

Distribution boards of different types with MCBs, RCBOs & RCCBs of the required capacity and type shall be designed as per NBC/CEA/ IS standard for providing supply to lightings and power sockets (for UPS, ACs, Rollings shutter points etc)

UPS Power sockets shall be provided adequately in offices, IT Equipment, CCTVs, EPABX etc considering current and future use.

Raw power sockets shall be provided adequately in offices and hangars for connecting Fans, ACs, chargers, tools, low power appliances, rolling shutters etc

UPS for IT & Communication Equipment

The Uninterruptable power supply to provide through UPS of suitable capacity and DBs provided at each floor of Lean to shed office area for Desktop PCs, IT equipment's, Network devices, EPABX, CCTV data monitoring devices, Fire alarm systems etc. All UPSs along with battery shall be installed in dedicated room like Server room/ Electrical panel room in each floor. Earthing of UPS shall be carried out as per Electrical standard code.

UPS shall comply with following specification

1. UPS shall be online double conversion type sine wave with isolation transformer and shall have minimum 30Min battery backup with suitable battery stand.
2. UPS shall have inbuilt manual bypass switch and shall have min 90% efficiency. UPS shall have at least 2-year OEM warranty.
3. Batteries shall be VRLA type sealed maintenance free battery and shall have minimum 3 years OEM warranty.
4. Batteries and UPS shall from Approved Make.
5. Power factor of UPS shall be above 0.98.
6. Provision UPS for monitoring from remote PC shall be provided.

In addition to above, UPS of suitable capacity to be provided HT panels and LT Power panel room for automated switching in Panels.

UPS for Emergency lighting

Dedicated UPS of suitable capacity for emergency & Escape lighting stores and office shall be provided with DBs and switch control. Earthing of UPS shall be carried out as per Electrical standard code.

UPS shall comply with following specification

1. UPS shall be offline sine wave type shall have minimum 60 Min battery backup.
2. UPS shall have min 2-year OEM warranty and Batteries shall have min 3 years OEM warranty.
3. Batteries and UPS shall be from Approved Make.

Fans

The following fans shall be provided in proposed buildings

- a. Sufficient quantity of 5-star BLDC ceiling fans of minimum 1200mm sweep diameter of approved make shall be provided in Offices and waiting room with regulator control. (Min. 12 Nos)
- b. Wall mounted man cooler fans (750mm blade sweep diameter) shall be provided in Stores Bay in PEB building with power sockets at suitable height. (Min 10 Nos)
- c. Pedestal fans (450mm blade sweep diameter) shall be provided in Stores Bay with power sockets at suitable height. (Min. 5 Nos)
- d. Wall mounted fans (400mm blade sweep diameter) with 3 step speed control and oscillation control pull cord shall be provided in alternatively in FF lean to shed offices, conference halls, Discussion rooms etc. Power points provision to be provided in wall. (Min. 6 Nos)
- e. Exhaust fans with frame of suitable type and capacity to installed in all toilets.

CCTV SURVEILLANCE SYSTEM

The scope of work includes Design, Supply, Installation, testing and commissioning of IP based CCTV surveillance system with all related accessories to cover Store entrances, Stores surrounding area & Road and inside the stores. The following are the proposed camera requirements.

1. IP based IP67 4MP Outdoor type PTZ camera with 125M IR=4 Nos
2. Indoor Dome type 4MP IR Camera= 1nos (Server room/ Panel room)
3. Outdoor 8MP WDR, 50mtr IR Bullet Camera=16 Nos.
4. Network video recorder (Min 32Channel) and NAS storage device with hard disk capacity to record 90 Days backup. Storage in NAS shall be designed to have 60% free storage capacity for future addition.
5. OFC cabling and CAT6 cabling from Network/ server room in Hangar lean to shed office to each camera routed through HDPE pipe / Conduit. Cabling shall be routed either underground or wall or in false ceiling.
6. Dedicated Network rack with managed and POE switches shall be provided.
7. Existing nearby CCTV cameras are also to be integrated with the CCTV surveillance system.
8. Display shall be provided in Security control room for monitoring CCTV surveillance camera.

CCTV network shall be connected to existing LAN network and provision to be made for providing Camera live recordings and status in Security control room and Office of Head security in suitable size Display. All terminations and connections of camera to be made through weather proof terminal box. CCTV Camera, NAS storage, hard disks and components from Approved make list only shall be used.

NETWORK CONNECTIVITY – OPTICAL FIBRE

The scope of work includes Supply, install, testing and commissioning of Network connectivity (Min 10Gbps speed) to Proposed hangar by providing 12

Core Single mode armoured OFC network cable in HDPE with required termination kits, Modules, Switches, SFPs etc from Fire station building to server room at proposed hangar shall be provided

Scope also includes laying of cables in wall /earth /concrete road / trenches, terminations etc. All materials shall be used only from approved brand list.

Local Area Network

The scope of work includes Design, Supply, Installation, testing and establishing of 2 separate Local Area Network connectivity to workstation cubicles, Discussion rooms, Inspection office etc with CAT6 & OFC cabling, managed switches, Network racks, termination devices etc as per NBC/IS standard. The following points shall be provided.

1. LAN network for Business transaction (Business LAN) shall be provide to all workstation cubicles, Discussion rooms, inspection office etc. Total quantity of nodes may require to provide for Business LAN network (Desktops, Attendance recorders, IOT devices, Energy monitoring devices etc) is 40 Nos (Approx.). This excluding nodes for CCTV camera and EPABX.
2. LAN network for Internet transaction (Internet LAN) shall be provided with dedicated network switches for 10 Nodes (approx.) (1 Internet Lan node per 4 Business Lan).
3. All network switches used for LAN and other connectivity shall be manageable switches with 2.5G speed ethernet ports and 10G speed SFP ports.
4. 24U (800mmx1200mm) floor standing Network rack with side openable doors shall be provided in network/ server room for termination of CAT 6 and OFC network cabling.
5. Wall mounted Network rack (with lock) of suitable size shall be provided wherever required.

Telecommunication network

The scope of work includes extension of IP based EPABX connectivity from proposed HMTV Hangar to Stores Hangar by providing with suitable gateway interface as per latest standard.

Cabling network between utility building through OFC cabling/ copper cabling, switches and racks with UPS of suitable size shall be designed to support minimum 25 telephones.

12 compatible telephone devices shall be provided for Hangar, office room and inspection rooms.

15. Fire Fighting and Fire alarm system

The scope of work includes planning, designing, preparation of drawings, obtaining approvals from the fire department, and SITC of the Fire Fighting,

Automatic Fire detection and Alarm system, and Public Addressing System for all proposed Hangar. All works must strictly follow the National Building Code (NBC), relevant IS standards, and State Fire Department regulations.

The contractor shall arrange to obtain the necessary No Objection Certificates (NOC) from the State Fire Department for firefighting & Fire alarm system for proposed buildings before the commencement and after completion of the work.

The inspection fee, if any, for the first inspection will be paid by BEML, upon submission of valid receipts. If defects are identified by the statutory authorities during inspection, the contractor shall rectify them at their own cost and coordinate re-inspection until approval and certification are received. The contractor must plan for multiple inspections if required and include all incidental expenses for the same.

All pre and post commissioning tests for pipe lines, hydrant lines, extinguishers, pumps, fighting systems and fire alarm system shall be conducted as per NBC and IS standards. Inspection reports, Test results shall be submitted along approved / certified drawings and NOC certificate from state fire department for completion of work. Contractor shall work in coordination with HMV Hangar contractor for establishing firefighting system, Fire alarm system and public addressing system in proposed building and integrating with existing network and obtaining necessary NOC from state fire department for completion of work.

Firefighting and hydrant system

The proposed Firefighting and hydrant system shall be designed with adequate number of Hydrant points, connected fire hydrant pipe line (underground and above ground) from Proposed HMV Hangar/ firefighting pump house as per site condition, Water Sprinklers system, fire extinguishers (of all required types and capacity), water curtains system, automated fire extinguisher system (if required as per norms), all required hydrant accessories for all proposed buildings as per NBC code/ state fire department regulation/ standard.

All components like landing valve, hose coupling, branch pipes, fire bridge inlet connection (FBIC) etc should be made of Gun metal.

The contractor has to provide the necessary fire hydrant along with roads as per requirements of the fire fighting in accordance with NBC.

Provisions shall be made to extend firefighting lines to future facilities at designated points.

Fire alarm and PA system

Automatic fire detection and Fire alarm system shall be designed to have adequate quantity of Fire control panel (FACP), smoke detectors, Heat detectors, beam detectors, Man call points, hooters, sounder etc and public addressing system shall include speakers for emergency voice evacuation system, sirens etc with required cabling network as

per NBC code / approved state fire department standard for Proposed buildings.

All Panels, smoke detectors, heat detectors, Beam detectors, MCP, Hooters etc used in fire alarm system shall be addressable type. UL listed & LPCB/FM /EN Approved devices from approved brand list only shall be used. All materials from approved make list only shall be supplied.

Cabling for detectors and speakers shall be armoured type and shall be routed through Metal conduits.

Fire alarm system must comply with IS 2189:2015 and must include redundant power backup.

Fire alarm and PA system shall be integrated and extended to existing Fire station and security building. Fire alarm and PA system shall be integrated with existing system. Fire alarm system shall be also compatible with BMS (Building Management System) in future.

Emergency escape lighting and exit signage system with all required equipment's and devices shall be designed in buildings as per NBC and local fire norms.

16. Interior works

Scope of work includes Design, Approval, execution of Interior furnishing works in Hangar offices and inspection office including installation of false ceiling, decorative recessed mounted light fittings, modular furniture like workstation cubicles, senior executive tables, glass and wooden partitions, Air conditioner units, discussion room tables as per indicative drawings in **Annexure-B**.

1. Recessed mounted decorative office light fittings shall be used and illumination of minimum 300 to 500 Lux Hall shall be ensured as per type of office.
2. Moisture resistant Gypsum False ceiling (12.5mm thick) with in between with mineral fibre grid type false ceiling (16mm thick, 600mmx 600mm, NRC > 0.6) with adequate GI strip support from purlin and steel structure shall be provided with aesthetics design in First floor office. In all toilets Moisture resistant Gypsum False ceiling shall be provided.
3. False ceiling with adequate GI supports shall be designed to take load of all lighting, smoke detectors etc shall be provided.
4. Discussion room with discussion table suitable for 6 seating capacity with 2 ethernet ports and 2 telephone point shall be provided.

5. 24 Nos (Min) of modular open office workstations of min dimension of (1350mmx 600mm) made of CRCA steel and table top made of 25mm thick Prelaminated marine particle board with 2mm PVC edge lipping on all exposed edges shall be provided. Fixed pedestals made of 25mm & 18mm thick Prelaminated marine particle with lockable 3 compartment shall be provided. Network, Telephone & UPS electrical points (3 Nos. of 6A socket) per cubicle shall be provided. Extra network point, telephone point and 16A raw power socket shall be provided for every 3 workstations.
6. 4 Nos of Senior executive tables of dimensions MAIN TABLE: 1800L X 750D X 750HT and SIDE TABLE: 1200L X 450D X 750HT and with Table Top: 25mm thick Pre laminate particle board with 2mm PVC edge lipping on all exposed edges, End Legs: MS powder coated PERFORM legs (50X50), Modesty Panel: 18mm thk pre lam board with 2mm PVC edge lipping of 450mm Ht. with suitable wire management system shall be provided. (In Office and inspection offices)
7. 2 Nos. of Discussion tables with particle board top and MS powered coated perform legs for inspection office and Discussion room shall be provided.
8. Complete interior furnishing layout shall be prepared and submitted with detailed list of items and specifications. Only on approval, works shall be commenced. Furnitures from approved make list only be used
9. 1 Nos of 55-inch smart LED TV in Discussion rooms shall be provided with suitable connecting cables.
10. Sufficient quantity of 5-star BLDC ceiling fans of minimum 1200mm sweep diameter of approved make shall be provided in offices and waiting rooms.
11. Zebra window blinds shall be fixed in all windows in FF office except windows in corridors.
12. Customised cabinets in Discussion rooms shall be made of 19mm BWP plywood (IS 710 GRADE), Backing plywood shall be a minimum of 9mm thick BWP plywood grade (IS 710 GRADE) and finished on both inside and outside with 1mm thick laminate with handle, lock, hinges, and with fully telescopic drawer slides with approved hinges etc.
13. **Chairs:**
The following type chairs are to be provided for Lean to shed office.
 - a. 35 Nos of Premium Medium Back Chair- with arm rest fabric Cushioned seat and back, the height adjustable and tiltable chair. Height of seat shall vary between 43cm to 53cm and a seat depth of 45cm with 5 prompt castor wheels with gas lift and tilt.

- b. 3 Nos of premium High Back chair – with armrest, fabric Cushioned seat and back, the height adjustable and tiltable chair. Height of seat shall vary between 43cm to 53cm and a seat depth of 45cm with 5 prompt castor wheels with gas lift and tilt.
- c. 6 Nos of Low medium Back Chair (for visitor chair) with fabric Mesh, Fabric Cushioned Seat, Powder coated Four Legs, Fixed Arms.

14. **File storage:**

The following type file storage cabinets are to be provided for Hangar Lean to shed office.

- a. 8 Nos of powder coated CRCA steel STEEL STORAGE SIZE: 90W x 116.85H x 45D (in centimetres) with camlocks
- b. 8 Nos of powder coated CRCA STEEL STORAGE SIZE: 150W x 198H x 48.6D (in centimetres) with glass shutters and locking mechanism.

15. Colour of chair, file storage cabinets workstation cubicles, partitions, etc shall be as per interior design by architect of contractors.

16. **Air conditioning system**

Scope of work includes design and installation of Air conditioning system consists of adequate quantity of Split ACs in Offices in GF & FF, Inspection office & Server/ panel room having following minimum specifications:

1. Inverter based latest BEE 5 Star rated ACs with Copper for condenser, Evaporator coil & Connecting tubes shall be provided
2. Features: Auto mode, Fan mode, Dehumidifying mode, Fast cool/ turbo mode, Eco-friendly refrigerant, 4 ways auto swinging, Remote etc
3. Additional requirement: 5-10 Metre length of connecting pipe & cables, Suitable length of drain pipe to connect to nearest drain, Wall mounted brackets etc.
4. Stabiliser: Voltage Stabilisers for inverter type AC of suitable capacity to be provided for each split ACs.
5. Required works like providing core cutting for mounting indoor units, routing connecting hoses, drain pipe required till drainage point is under contractor scope.
6. AC shall be designed on both sides of offices to provided uniform cooling and necessary provision to be made.
7. ACs shall have 5 years OEM warranty for PCB warranty and 10 Years for compressor.

8. Outdoor units shall be fixed at suitable location and height for easy maintenance.

8 GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITIONS & CONDITIONS OF CONTRACT:

1.1 Contract: The contract means all the documents forming part of the tender and acceptance thereof and the formal agreement executed between BEML and the Contractor, together with the entire contents of these documents viz.,

- a. Notice inviting Tender (NIT)/ Invitation to Bid (ITB).
- b. SRM- Supplier Relationship Management
- c. BOQ- Bill of Quantities
- d. GTC- General Terms and Conditions
- e. Instructions to Bidders.
- f. Technical Specifications & Particulars of specifications, Bill of Quantities.
- g. Tender Drawings.
- h. Price Bid.
- i. Contract Agreement.
- j. General Conditions of Contract as per standard form.
- k. Special Conditions of Contract.
 - l. Any Clarifications/Amendments/Addendum issued before submission of tender.
 - m. Acceptance Letter by the Accepting Officer and Work Order by Officer-in-Charge and any correspondence that has taken place between the Contractor and BEML from the time the tender is submitted till the acceptance is communicated.
- n. Final Deviation Order signed by BEML & the Contractor.
- o. Mutually agreed amendment/s executed by Parties.

All the above documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- i. The expression “Works” or “Work”, shall unless there be something either in the subject or context repugnant to such construction, be

- construed and taken to mean the Works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- ii. "WORKS SITE" and "SITE OF WORKS"/" SITE", shall mean the extent of land which the company places at the disposal of the Contractor or provides access to, from time to time for the purpose of executing the contract Works. In other words, the site shall mean the land, places on, into or where Work is to be executed under the Contract or any adjacent land, path or street or where Work is to be executed under the Contract or any adjacent land, path or street which may be temporarily permitted to be used for the purpose of carrying out the Contract.
 - iii. "CONTRACTOR", shall mean the individual, partnership firm, LLP or company undertaking the Works and shall include the legal / personal representative of such individual or the persons composing such firm or LLP or company, or the successors / administrators of such firm or LLP company and the permitted assignees of such individual, firm or company.
 - iv. "BIDDER OR TENDERER", shall means the person, firm, LLP or company submitting a tender (bid) against the invitation to Tender(bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.
 - v. "CONTRACTOR'S REPRESENTATIVE", shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply with the instructions. He shall be capable of taking responsibility for proper execution of Works.
 - vi. "SUB-CONTRACTOR", shall mean the individual, firm, LLP, Company, Corporation to whom any part of the Work has been sub-contracted by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
 - vii. "ENGINEER", "ENGINEER-IN-CHARGE(EIC)", "OFFICER-IN-CHARGE (OIC)", "PROJECT IN CHARGE(PIC)", shall mean the Engineer / Representatives of BEML who shall supervise and be in charge of the Work or as may be notified at the time of Tender or issuance of Letter of Acceptance.
 - viii. "CONSULTANTS", "ARCHITECTS" and "CONSULTING ENGINEERS", means third party consultants/professionals appointed by BEML for the specific project, including the consultant's representative.
 - ix. "ACCEPTING OFFICER", Authorized officer who accept the contract and under whose authority acceptance letter is issued.
 - x. "COMPANY", "EMPLOYER", "BEML", "CLIENT", SHALL MEAN "BEML LIMITED".

- xi. "TENDERED VALUE" Shall mean the value of the entire Work as stipulated in NIT (Notice Inviting Tender) at estimated value.
- xii. "THE DATE OF COMMENCEMENT OF WORK", The date of commencement of Work shall be the date of start as specified in acceptance letter or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- xiii. "THE ACTUAL DATE OF COMPLETION OF WORK", shall mean the date mentioned in the Completion Certificate issued by BEML.
- xiv. "GST", shall mean Goods and Service Tax - Central, State and Inter State.
- xv. "ORIGINAL CONTRACT VALUE/ Contract sum", shall mean the sum stated in the Letter of Acceptance/Contract Agreement.
- xvi. "LETTER OF ACCEPTANCE (LOA)", shall mean the letter from the Accepting Authority to the Contractor, conveying acceptance of the Tender. Legally communication of acceptance of offer is considered complete as soon as it is submitted to Postal authorities / Email.
- xvii. "DRAWINGS", shall mean the plans, sections, elevations and details of Works annexed to tender document and such further drawings as the Engineer may issue from time to time, during the progress of Works and shall include tracings and photographic prints.
- xviii. "SCHEDULE BANK", shall mean a bank included in the second Schedule to the Reserve Bank of India Act 1934, or modification there to
- xix. "TENDER OR BID", shall mean the offer (Technical and/or Financial) made by individual, firm, LLP, Company or corporation for the execution of the Works.
- xx. "BILL OF QUANTITIES(BOQ)", is a description showing items of work with detailed specification/s and their respective estimated quantities, based on which the Bidder is required to quote.
- xxi. "SPECIAL NATURE OF WORK", shall mean any Work(s) or part thereof for which Defect Liability Period is more than One year as indicated in the BOQ.
- xxii. "CONTRACT AGREEMENT/AGREEMENT", shall means the agreement between the parties as per the format provided.

1.3 Interpretations:

- I. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference made to masculine gender includes all genders, as the context may require.
- II. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.4 WORKS TO BE CARRIED OUT:

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment, transport, etc. which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the Work as aforesaid in accordance with good practice and recognized principles.

1.5 SUFFICIENCY OF TENDER:

a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works, including the Site conditions.

b) Quoted rates shall also include the following:

- I. Working hours as per factory timings.
- II. Movement of men, material and stacking all as per conditions of contract and as directed by the OIC/EIC.
- III. Removing of surplus materials and stacking all as per conditions of contract and as directed by the OIC/EIC.
- IV. Shall be for Work on all floors and heights unless otherwise specifically sought by BEML in tender documents.

1.6 DISCREPANCIES, ADJUSTMENT OF ERRORS AND ORDER OF PRECEDENCE:

The several documents forming the Contract are to be taken as mutually explanatory of one another; detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale. If any contradictions are observed in different components of the tender, the following precedence shall be observed:

- a. Mutually agreed amendment/s executed by Parties.
- b. Final Deviation Order signed by BEML & the Contractor
- c. Acceptance Letter by the Accepting Officer and Site handing over letter (workorder) by Officer-in-Charge.
- d. Any written clarifications issued by OIC/EIC after submission of tender.
- e. Any Clarifications/Amendments/Addendum issued before submission of tender.
- f. Notice inviting Tender (NIT)/ Invitation to Bid (ITB)
- g. Instructions to Bidders.
- h. Contract Agreement.
- i. Price Bid / BOQ.
- j. Technical Specifications & Particulars of specifications.

- k. Tender Drawings.
- l. Special Conditions of Contract.
- m. General Conditions of Contract, as per standard form.

Note:

1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the PIC/OIC/EIC shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the Contractor.
2. In the event of any error in the description or in the quantity in Price bid or any omission there from shall not vitiate the Contractor or release the Contractor from the execution of whole or any part of contract comprised there in according to the drawings and specifications, or from any of his obligations under the contract.

1.7 SIGNING OF CONTRACT:

- A. Contractor on receipt of Purchase order/Work order, shall submit the signed copy of same accepted in all respect within seven days from date of Purchase order/Work order to PIC/OIC/EIC. Further, Contractor, shall submit agreement on a non-judicial stamp paper of suitable value in a prescribed format provided in the tender within 30 days from the date of Acceptance Further, no payment for the Work done will be made unless contract is signed by the Contractor.

Contractor shall sign the contract consisting of: -

- i. Formal contract agreement on a non-judicial stamp paper in a prescribed format provided in the tender.
- ii. The Notice inviting tender (NIT), all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- iii. All Standard forms mentioned in the tender document consisting of:
 - a. Various standard clauses with corrections up to opening date of tender along with annexure thereto.
 - b. Safety Code mentioned in the tender.
- B. Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this Contract shall be submitted by the Contractor with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any content in such formats as deemed fit by him.

1.8 LANGUAGE OF CONTRACT & MODE OF CORRESPONDENCE

- a. Language of Contract:
The Contract document shall be drawn up in English. All certificates, notices, written orders or letters, to be given by the BEML or the PIC/OIC/EIC to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his Authorised Representative, or delivered or left at or posted by speed

post /registered post to the given address of the Contractor or Contractor's registered office or principal place of business and essentially delivering the same by e-mail duly attached with scanned copy of such certificates, notices, written orders or letters and Proof of Dispatch (POD). Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

b. Address for communication:

The Contractor shall furnish his postal address/ registered office address which shall also include e-mail address for communication.

c. Change of Address:

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their email address during currency of the contract without obtaining prior consent from the PIC/OIC/EIC.

1.9 LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the laws in force in India, and the State of Kerala, to the extent they may apply.

1.10 HANDING OVER OF SITE FOR COMMENCEMENT OF WORK:

The Contractor having signed the contract, the PIC/OIC/EIC will forthwith give him notice to commence the Work by issuing Work order mentioning handing over of Site and the Contractor shall upon receipt of such notice commence the works and carry them on at such point or points and in such portions as directed by PIC/OIC/EIC from time to time. Work shall start on priority basis as per BEML requirement/notification. However, if any portion of site is not made available by BEML for any reason whatsoever no claim on account of this towards compensation or otherwise will be entertained. The handing over of Site for carrying on the Works shall not confer any right over work site except temporary possession only for the purpose of the Works under the Contract.

2. SECURITY DEPOSIT

- a. The successful Bidder shall be required to furnish security deposit for the fulfilment of contract and the amount shall be 10% of the value of the contract, including GST Portion to be paid by the contractor through only BG (**BANK GURANTEE**). No waiver can be allowed in this regard. This will supersede other instructions mentioned elsewhere regarding payment mode of security deposit. Such security deposit shall not entail any interest payment on refund.
- b. **BANK GURANTEE from Indian public sector bank/ Scheduled Commercial bank authorized by RBI is to be deposited for security deposit.**

- i. The contractor shall submit Bank Guarantee within 30 days of acceptance of the contract.
- ii. Such **PERFORMANCE Bank Guarantee(BG)** shall be remain valid for a period up to 3 months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). (i.e. up to Contract period + Defect liability period + 3 months claim period) i.e. 33 months validity period. If the work completes beyond the stipulated period given, the validity of the BG should be extended accordingly.
- c. 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.

2.1 Claims of Security Deposit:

BEML shall have full rights whatsoever to encash any bank guarantee submitted under this Contract at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the bank guarantee amount by BEML and any disputes/ claim whatsoever in this regard shall only be settled by means of Dispute Resolution as provided for in contract and the decision of BEML as to what amount is due to BEML from the said bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Contractor shall have no right to interfere with the same and the bank shall have full rights in terms of the guarantee to make immediate payments against the bank guarantee to BEML without the Contractors consent and without referring the matter to the Contractor.

Notwithstanding the above and in addition thereto, BEML shall make a claim under the performance guarantee (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:

- i. Failure by the Contractor to pay BEML any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by OIC/EIC.
- ii. BEML on expiry of the contract, shall retain such portion of the said bank guarantee as may be considered sufficient to cover any incorrect or excess payments made on the bills to the Contractor, until the final audit report on the account of Contractor's bill has been received and examined.

- iii. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BEML.

2.2 REFUND OF SECURITY DEPOSIT:

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. On completion of contract, the Original Bank guarantee shall be returned to the contractor on written demand with the recommendation of the Chief Engineer subjected to submission of a fresh Performance Bank Guarantee for 5% of the Total value of the work valid for a period of 15 months from the date of the completion of work.

This PBG shall be returned to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD, rectifying all defects noticed during the defect liability period indicated by BEML. with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor.

Any refund of security deposit shall be made only with the recommendation of the Chief Engineer after completion of Defect Liability period.

3. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

a) 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.

b) Liquidated Damages shall be applicable in the following cases:

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

c) 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.

d) In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorised person to issue 'Work Completion Certificate',

indicating the LD in the certificate, which shall be final and binding the Company as well as the Contractor concerned.

4. EXTENSION OF TIME:

The time allowed for execution of the Works as specified in the tender document or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the Work shall commence from such time period as mentioned in Tender/PO or from the date of handing over of the site, notified by the OIC/EIC, whichever is later. If the Contractor commits default in commencing the execution of the Work as aforesaid, the performance guarantee shall be forfeited by BEML and shall be absolutely at the disposal of the BEML without prejudice to any other right or remedy available in law.

4.1 As soon as possible but within 7 (seven) Working days of award of Work and in consideration of

- a) Schedule of handing over of site as specified in Work order.
- b) Schedule of issue of designs/Drawings as specified in Work order.
 - i) The Contractor shall submit a Time and Progress Chart for each mile stone. The OIC / EIC may within 7 (seven) Working days thereafter, if required modify, and communicate the program approved to the Contractor failing which the program submitted by the Contractor shall be deemed to be approved by the Officer -in Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by Contractor without causing any delay in execution of the Work. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the Works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the Work and may be amended as necessary by agreement between the OIC/EIC and the Contractor within the limitations of time imposed in the Contract documents
 - ii) In case of non-submission of construction programme by the Contractor, the program approved by the OIC/EIC shall be deemed to be final and binding on the Contractor.
 - iii) The approval by the OIC/EIC of such programme shall not relieve the Contractor of any of the obligations under the contract.
 - iv) The Contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by OIC/EIC for the Work done during previous month to the Officer-in charge on or before 5th day of each month. This shall also indicate the equipment & manpower schedule. Contractor shall maintain hindrance register at site wherein details of physical hindrances are recorded and it shall be attested by the Engineer-in-

charge or his authorized representative at site, as and when the hindrances have occurred.

4.2 If the Work(s) be delayed by:

- i. Force majeure Clause as defined in NIT, or
- ii. Serious loss or damage caused by fire to the Works, or
- iii. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the Work (by reason not attributable to Contractor), or
- iv. Delay on the part of other Contractors or trades men engaged by BEML in executing Work not forming part of the contract, or
- v. Any other cause like above which, in the reasoned opinion of the BEML is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the OIC/EIC but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the BEML to proceed with the Works. It is made clear that local commotion, strike or lock-out, etc. of personnel of Contractor or its Sub-contractor shall not entitle any relief to the Contractor.

The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in 4.2.

4.3 In case the Work is hindered by the BEML or for any reason / event, for which the BEML is responsible, BEML, if justified, give a fair and reasonable extension of time and reschedule the milestone/s for completion of Work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause (4.2) to the extent the delay is covered under sub clause (4.2) the Contractor shall be entitled to only extension of time and no damages.

4.4 Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing for seeking rescheduling of milestones or extension of time to the OIC/EIC, not later than 14 days prior to the Scheduled date of Completion. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of Work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the Contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the Work.

4.4.1 In any such case the BEML may give a fair and reasonable extension of time for completion of Work or reschedule the milestones. OIC/EIC shall finalize/ reschedule a particular milestone before taking an action against subsequent milestone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the OIC/EIC in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the Contractor for extension of time OIC/ EIC after affording opportunity to the Contractor, may give, supported with a programme (as specified under 4.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event. Any or all such extension/s, if any, shall be deemed to have been granted under paragraph 3 of Section 55 of the Indian Contract Act, 1872 with right to claim LD, if intended. Contractor shall be required to continue the Works till the decision regarding extension of time is communicated by OIC/EIC.

4.5 In case the Work is delayed by any reasons, in the opinion of the OIC/EIC, by the Contractor for reasons beyond the events mentioned in Clause 4.2 or Clause 4.3 or Clause 4.4 and beyond the justified extended date; without prejudice to right to take action, BEML may grant extension of time required for completion of Work without rescheduling of milestones. The Contractor shall be liable for levy of liquidated damages for delay for such extension of time.

For all contracts awarded, 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.

5. MEASUREMENT BOOK(MB)

- i) OIC/EIC shall, except as otherwise provided, ascertain and determine by measurement the value of Work done in accordance with the contract.
- ii) All measurements of all items having financial value shall be entered by the Contractor and compiled in the measurement Book as per the format so that a complete record is obtained of all the items of Works performed under the contract.
- iii) All such measurements and levels recorded by the Contractor or his authorized representative along with BEML authorized representative from time to time, during the progress of the Work, shall be got checked by the Contractor from the OIC/EIC as per interval or program fixed in consultation with Officer-in-Charge or his authorized representative. After the necessary corrections made by the OIC/EIC, the measurement sheets shall be returned to the Contractor for incorporating the

corrections and for resubmission to the OIC/EIC for the dated signatures by the OIC/EIC and the Contractor or their representatives in token of their acceptance.

iv) Whenever bill is due for payment, the Contractor would initially submit draft measurement sheets after joint measurement and these measurements would be got checked/test checked from the OIC/ EIC.

v) The Contractor shall, thereafter, incorporate such changes as may be done during these checks/test checks in his draft measurements, and submit to the BEML a measurement book, duly bound. The OIC/EIC and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

vi) The final, fair measurement book given by the Contractor, duly bound should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh MB and bound, after getting the earlier MB cancelled by the OIC/EIC. The Contractor shall submit two spare copies of such MB's for the purpose of reference and record of BEML.

vii) The Contractor shall also submit to the OIC/EIC separately his abstract of cost and the bill based on these measurements, duly bound along with two spare copies of the bill. Thereafter, this bill will be processed for payment.

viii) The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the OIC/EIC or his representative.

ix) Except where any general or detailed description of the Work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

x) The Contractor shall give not less than seven days' notice to the Officer-in Charge or his authorized representative in charge of the Work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any Work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any Work without consent in writing of the Officer-in-Charge or his authorized representative in charge of the Work who shall within the aforesaid period of seven days inspect the Work, and if any Work shall be covered

up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Officer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such Work or the materials with which the same was executed.

xi) The payments to Contractors for the Work done or other services rendered are made on the basis of completion of stage as per the schedule.

xii) The measurement book is the basis of all accounts of Work done by Contractor.

xiii) OIC/EIC or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of Work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any Work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period.

6. RAR (RUNNING ACCOUNT REMITTANCE) BILLS PAYMENT

(i). RAR bills can be processed as and when contractor submit bill and subject to maximum of two bills in a month. Payment will be made as per completion of the stages as indicated in table of Schedule of payment and submission of the bill duly certified by the civil engineering department. Following documents shall be submitted by the Contractor along with each RAR Bill:

- a) Delivery challan for the materials incorporated in the Work
- b) Wage certificate for proper payment to the labourers as per labour laws.
- c) Compliance of statutory payments as per law for the labours/ Workers engaged such as ESI, PF remittance challans etc.
- d) Test certificates for various materials wherever required as decided by EIC.
- e) Laboratory Test certificates if carried out during the period of billing from NABL accredited laboratory to ensure the quality as per the contract specification / standards specified.
- f) RAR Bill shall not be considered having been submitted by the Contractor unless it is in the manner and accompanied by documents as set forth above.

- (ii). On submission of RAR bills by Contractor to the OIC/EIC, 50% of the RAR Bill value shall be released within Seven (7) working days of submission of bill with recommendation of EIC. The balance 50% of the RAR Bill value shall be released after detailed scrutiny by BEML within another Seven (7) working days which shall involve consideration of following:
- a. Value of Work executed after deducting all previous running accounts payments already paid.
 - b. Cost of stores issued by BEML if any.
 - c. Charges for electricity and water supplied by BEML if any.
 - d. Balance mobilization advance with interest recoverable from the Contractor, if any; and
 - e. Any other dues recoverable by BEML from the Contractor under the present or any other contract.
 - f. Penalties/compensation if any due to non-compliance of statutory provisions.
 - g. Withholding for the compensation for delay in completion of Work.
- (iii). The payment timelines as stated above is on an ideal condition and in the event of any delay in payment, no claims whatsoever due to delays on payment including that of interest shall be payable to the Contractor.
- (iv). The payments towards the items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered item will be allowed in RAR Bill subject to approval of same by the BEML.
- (v). The item of Work partially executed / being executed shall be admitted for payment in RAR Bill as per the certification of OIC/EIC. The statement showing rate analysis how part rates are derived is to be enclosed along with bill. A register shall be maintained for this purpose at site. The rate for such item as decided by OIC/EIC is final and binding on the Contractor.
- (vi). Any payment made by BEML against an RAR Bill shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled Work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the OIC/EIC relating to the Work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the contract and specification. In case of any discrepancy, the OIC/EIC shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books, any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the OIC/EIC under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. In

such cases, BEML shall have the right to recover any amount paid in an earlier bill/bill from a subsequent bill/bill and should the amount to be recovered be more than the amount of the subsequent bills, the Contractor shall on demand from the OIC/EIC immediately refund the amount to the BEML within 7 days, failing which he shall have to pay interest 1% per month till the said extra amount is paid back by him.

(vii). Pending consideration of extension of date of completion, RAR Payments can continue to be made as herein provided without prejudice to the right of BEML to take action under the terms of this Contract for delay in the completion of Work, if the extension of date of completion is not granted by the competent authority.

6A. PAYMENT OF BILLS AFTER SUBMISSION OF STATUTORY DOCUMENTS

No RAR bill shall be paid to work till the applicable labour licenses, registration with EPFO, ESIC and BOCW (Building and other Construction Workers) welfare board, whatever applicable is submitted by the contractor to the Engineer in charge.

6B. PAYMENT OF PRE - FINAL BILL

RAR Bill post the completion of Work can be admitted for payment and can be considered as Prefinal Bill in the following cases:

- I. Where the Final Deviation quantities including NTI are agreed without any protest / reservations by the Contractor, the Contractor has, in writing, accepted the final quantities as per the Pre-Final Bill and Final Deviation Order is pending approval of BEML.
- II. Where the Contractor is not in a position to prepare and submit the Final Bill for various reasons which are attributable to Contractor and Contractor requests for payment of Pre- Final Bill with the valid reasons.
- III. In case extension of time is not approved even after completion of the Work, the applicable LD amount shall be withheld and released only after approval of extension of time along with Final Bill.

7. COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the Work, the Contractor shall give notice of such completion to the OIC/EIC and within thirty days of the receipt of such notice, the OIC/EIC shall inspect the Work and if there is no defect in the Work, shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects:

- i. To be rectified by the Contractor and/or
- ii. For which payment will be made at reduced rates, shall be issued.

But no final certificate of completion shall be issued, nor shall the Work be considered to be complete until the Contractor shall have removed

from the premises on which the Work was to be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their Work people on the site in connection with the execution of the Works as shall have been erected or constructed by the Contractor(s) and cleaned off the dirt from all wood Work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the Work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the Work shall have been measured by the OIC/EIC. If the Contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of Work, BEML may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he(OIC/EIC) thinks fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

8. PAYMENT OF FINAL BILL

On completion of the Work and recording of measurements of all the items executed including NTI's and deviations, a final deviation statement will be drawn duly representing the actual quantum of Work executed against each item in the BOQ, Non-tendered Items and deviations.

- I. On receipt of approved final deviation order from PIC/OIC/EIC, the Contractor shall submit the Final Bill in the prescribed format within three months. To enable the Contractor to do so, the OIC/EIC will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.
- II. Along with submission of the Final Bill, the Contractor shall sign a 'No Claim Certificate' against BEML stating that they do not have any claim or demand in respect of the Contract except for the payment of Final Bill and the Defect Liability Deposit or any other refundable deposits like, retention money, if any etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the Contractor pending issue of such No-claim Certificate or settlement of disputes, if any. No interest shall be paid by BEML on any pending dues in case No-claim Certificate is not issued or any dispute is raised by the Contractor.
- III. No further or additional claims shall be made by the Contractor after submission of the final bill and any further or additional claims (if any) shall be deemed to have been unconditionally waived and extinguished. The Contractor shall not be entitled to make any claim whatsoever against BEML under or by virtue of

or arising out of this Contract, nor shall BEML entertain or consider any such claim, if made by the Contractor, after he has signed a “No Claim Certificate in favour of BEML. The Contractor shall be debarred from disputing the correctness of the item/s covered by “No Claim Certificate”. The “No Claim Certificate” furnished by the Contractor shall be treated as the “Discharge Certificate” by the Contractor, which discharges the BEML from all liabilities under the Contract, except to the extent provided in sub-clause (ii) above.

- IV. Where the Contractor is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reasons even after three (3) months from approval of Final Deviation Order, the OIC/EIC may give due notice by registered post/speed post/email indicating a specific time limit for submission of final bill, which shall not exceed 45 days from the expiry of the said three-month period.
- V. If the Contractor does not respond and submit the Final Bill, within the aforesaid period of 45 days, the OIC/EIC shall be entitled to prepare & process the Final Bill ex-party and the same will be binding on Contractor, and no further claim or submission of any bill (final or otherwise) from the Contractor shall be accepted.
- VI. On receipt of the Final Bill duly signed by the Contractor, the same will be scrutinized by the EIC to see that the claim is in order.

8A. PAYMENT OF CONTRACTOR'S BILLS TO BANKS & RECOVERY OF TAXES.

- i. All payments to the Contractor shall be made through Electronic Clearing System (ECS) or National Electronic fund transfer (NEFT) or Real time gross settlement (RTGS). The Contractor shall furnish his bank account details, as certified by his Bankers. All amounts payable to the Contractor shall be directly credited to his bank account.

All payments to the Contractor shall be made by above means only.

ii. TAXES

a. PAYMENT OF GST:

Contractor shall be entitled to reimbursement of GST paid, upon submission of GST Invoice and GST Challan for having paid the same to the Department.

b. PAYMENT OF WELFARE CESS:

It shall be the sole responsibility of the Contractor as employer to ensure compliance of all the statutory obligations under the building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 (hereafter referred as “BOCW Act”) and the building and other

Construction Workers' Welfare Cess Act, 1996 and the rules made there under (hereafter referred as "Cess Act"). The Contractor undertakes that it shall apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Construction Workers' Act from the appropriate Authorities prior to commencement of work under the Contract. If at any point of time during the contract period, non-compliance of the provisions of the Construction Workers' Act and the Cess Act, and the rules made thereunder is observed, BEML reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The Contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BEML from all consequences / liabilities / penalties in case of non-compliance of the provisions of the BOCW Act and the Cess Act.

c. RECOVERY OF INCOME TAX:

Recovery of Income Tax under Section 194(c) of Income Tax 1961 introduced by the Finance Act 1972 and further Amendments thereon will be made from the gross payments payable at source on all contract Works with value above Rs.10,000/-, at the prevailing rates.

In addition to above tax recoveries, any statutory recoveries introduced by the Central or State Governments can also be recovered and deposited as mandated by the respective Governments.

9. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

I) The Contractor shall, at his own expense, provide all materials, required for the Works other than those which are stipulated to be supplied by the BEML as mandated in the tender document. The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the Work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The Contractor shall, if requested by the OIC/ EIC furnish proof, to the satisfaction of the OIC/EIC that the materials so comply, including with appropriate laboratory test reports, if required. The OIC/EIC shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the OIC/EIC for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the OIC/EIC shall be issued after the test results are received.

II) The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the Work any materials represented by the samples until the required

tests or analysis have been made and materials finally accepted by the OIC/EIC. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the Work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

III) The Contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the OIC/EIC may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the EIC and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the Works and to all Workshops and places where Work is being prepared or from where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

IV) All rejected material will at once be removed from the site by the Contractor; the cost of removal shall be borne by the Contractor. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

9A QUALITY CONTROL DURING EXECUTION OF WORK

I) Quality Lab: For field testing of materials and Workmanship, quality lab shall be set-up by the Contractor at Works site. This shall be in conjunction to the approved quality plan.

II) Testing of materials: Testing of materials will be made as per Quality Plan provided in the Contract in the field laboratory established at the site. However, certain tests which cannot be done at site shall be got done at NABL approved laboratory and expenditure on this account shall be borne by the Contractor and no extra claim whatsoever shall be entertained.

III) Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in Indian Standards/ as directed by Engineer-in- Charge by the Contractor at his cost.

IV) A list of mandatory tests to be conducted is indicated in the Quality plan it may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional test if required and

directed by the Engineer-In-Charge on any material including the approved Works etc., shall be carried out by the Contractor at his cost.

(V) In the case of non-availability of cube test results for any batch of concrete / structural member, the Engineer may resort to core test or any other destructive/ Semi destructive / non- destructive tests for ascertaining the strength of concrete. If the strength of the concrete is found to be lower than the strength specified, the remedial measures and penal recovery thereof will be regulated as per relevant IS code/ Standards.

VI) The Contractor may specifically note that the testing shall be done in Govt. / Govt. (NABL) approved laboratory only.

VII) Total station, Theodolite, levelling instruments, prismatic compass / chain, steel and metallic tapes and all other surveying and material testing instruments found necessary on the Works shall be provided by the Contractor at his expense for the due performance of this contract as instructed by the Engineer-in-Charge.

10. WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

I) The Works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the OIC/EIC.

II) The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the Works and provide all labour and materials, tools and plants including for measurements and supervision of all Works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the Works and methods of construction.

III) The OIC/EIC shall have full liberty at all reasonable times to inspect and examine the Works, materials and Workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such Works, materials and Workmanship.

11. DEVIATIONS/ VARIATIONS EXTENT

BEML shall have power

(i) to make alteration in, omissions from, additions to for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work, and

(i) to omit a part of the Works in case of non- availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the OIC/EIC and such alterations, omissions, additions shall form part of the contract as if originally provided therein and any altered, additional which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects.

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

i) The net value of all deviations including non-tendered items, of the value of work completed, shall not exceed 20% of the approved contract value.

ii) Even in cases where, the net value of all deviations excluding non-tendered items is less than 20%, of the approved contract value, but more than 40% in respect of any individual item, indicated in BOQ,

iii) In case of non-tendered items, the total value of such non-tendered items shall not exceed 5% of the approved contract value. In case the deviations exceed 5% of the approved contract value.

Then shall be treated as amendment to contract. Any variation in above mentioned limit shall be mutually discussed with PIC/OIC/EIC and amendment to contract will issued.

b) 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 so.

iii) The rates for Non-Tendered (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 actuals including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per

minimum wages in force, based on the recommendations of the Chief Engineer.

The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge/Officer-in-charge".

All deviation orders will be signed by the Contractor for their acceptance.

12. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If any time after acceptance of the tender BEML decides to abandon or reduce the scope of Work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the Contractor. The compensation, if any payable for such foreclosure of Work will be discussed mutually between BEML and the Contractor and settled after taking into consideration the actual financial loss, if any, suffered by the Contractor on account of foreclosure of the contract, which in no case shall exceed 2% of cost of incomplete work on the date of closure. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any loss of profit or advantage which he might have derived, but for the foreclosure of the whole or part of the Works or reduction in Scope of work. BEML shall have the option to take over the Contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the suppliers.

13. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If Contractor:

I) At any time makes default during currency of Work or does not execute any part of the Work with due diligence and continues to do so even after a notice in writing of 7 Working days in this respect from the Officer-in-Charge; or

II) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 Working days even after a notice in writing is given in that behalf by the OIC/EIC; or fails to complete the Work(s) or items of Work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the OIC/EIC.

III) The Officer-in-Charge without invoking action under Clause-3 may, without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to BEML, by a notice in writing to take the part Work / part incomplete Work of any item(s) out of his hands and shall have powers to:

- a. Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

- b. Carry out the part Work / part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

IV) BEML shall determine the amount, if any, recoverable from the Contractor for (a) non- completion of part of the Work or (b) for removal of any item(s) from the Contractor and got executed at the risk and cost of the Contractor, by third parties. BEML shall be entitled to recover such loss / damages from payments due to the Contractor. The liability of Contractor on account of loss or damage suffered by BEML because of action under this clause shall not exceed 10% of the tendered value of the Work.

V) The certificate of the Engineer-in-Charge as to the value of Work done shall be final and conclusive against the Contractor provided always that action under this clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the BEML are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

VI) Any excess expenditure incurred or to be incurred by BEML in completing the part Work/ part incomplete Work of any item(s) or the excess loss of damages suffered or may be suffered by BEML as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BEML in law or as per agreement be recovered from any money due to the Contractor on any account, and if such money is insufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

VII) If the Contractor fails to pay the required sum as per this clause within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of this action being adopted by the Officer-in Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Work or the performance of the contract.

14. ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All Works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer in – charge or his authorized subordinates in charge of the Work and all the superior officers, or any organization engaged by the BEML for Quality Assurance and of the Chief Technical Examiner's Office, and the Contractor shall, at all times, during the usual Working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent

duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. If it shall appear to the Officer-in-charge or his authorized subordinates in charge of the Work or his subordinate officers or the officers of the organization engaged by the BEML for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any Work has been executed with unsound, imperfect, or unskillful Workmanship, or with materials or articles provided by him for the execution of the Work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within twelve months of the completion of the Work from the Officer-in Charge specifying the Work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer-in- Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under LD Clause of the contract (for non-completion of the Work in time) for this default. In such case the Officer-in charge may not accept the item of Work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in price bid may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the Work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re executed at the risk and cost of the Contractor. Decision of the Officer-in Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.

15. CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

1) If the Contractor or his working people or servants break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work or any part is being executed, or if any damage happens to the Work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the Work within twelve months after a certificate final or otherwise of its completion shall have been given by the Officer in- Charge as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Officer-in Charge cause the same to be made good/ repaired/rectified by other workmen and deduct the

expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his security deposit. The security deposit of the Contractor shall not be refunded before the expiry of twelve months from the actual date of completion indicated in the completion certificate or till the final bill has been prepared and passed whichever is later.

II) 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 or on the land or property of the Company or on the places where any operations are being carried out in connection with the Works, which are in the judgment of the Officer- in- charge /Engineer in charge of an inferior description and improper to be used in the Works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of Contractor forthwith, or within such period or periods as the Officer- in- charge / Engineer in charge direct, and the Contractor shall pull down, amend and reconstruct any Work he may have erected upon an insufficient foundation, or that he may have insufficient cured and protected against immediate and further injury whether arising or likely to arise in the future from weight pressure, action of water or otherwise, on being required to do so by the Officer- in-charge/ Engineer in charge.

15A. SECURITY DEPOSIT AND DEFECT LIABILITY PERIOD (DLP)

I) Except for special nature/ item of Work where separate defect liability period or specific performance is mentioned in the tender document, the defect liability period is one (1) year.

II) For all the Works from the date of completion as indicated in the completion certificate. During this period the Contractor will be responsible to rectify all the defects noticed and attributable to the Work done by Contractor.

III) If any defects are noticed during this period by BEML, it will be informed to the Contractor in writing to inspect and rectify the defects noticed. In case Contractor fails to attend the defects within a reasonable time as indicated in the intimation letter, OIC/EIC shall proceed ahead with rectification of defects at the risk & cost of the Contractor.

IV) The cost incurred by BEML towards rectification shall be recovered from the defaulting Contractor from the Security Deposit. If this money to be recovered is higher than the Security Deposit, it will be recovered from any amount due to Contractor from any other contract in BEML or by any other means.

V) Prior to completion of DLP, to assess the defects, if any, representative of the Contractor along with OIC/EIC has to carry out a final joint inspection of the completed Works on the previous month to the end of DLP. Findings have to be recorded and certified and necessary corrective action to be taken up by the Contractor for rectification of identified defects if any. OIC/EIC will recommend for release of Security Deposit

amount at the end of defect liability period or after rectification of defects whichever is later.

VI) In addition to conditions as above, Security Deposit amount of the Work shall not be refunded till the Contractor produces a clearance certificate from the OIC/EIC. As soon as the Work is virtually complete, the Contractor shall apply for the clearance certificate to the OIC under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the OIC to intimate if any complaint is pending against the Contractor in respect of the Work. If no complaint is pending, on record till after month after completion of the Work and/or no communication is received from the OIC to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit amount will be released if otherwise due.

VII) In case of Works of routine maintenance/ services in nature, terms contract & AMC Works, the security deposit submitted by the Contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

VIII) Normally the period of maintenance for all the works shall be one year. However, for special cases, viz., waterproofing contracts etc., the Defect Liability Period shall be based on case-to case basis at the discretion of the Chief Engineer.

IX) Similarly, there could be certain special works for which Defect Liability Period shall not be applicable. For example: survey of land etc.

X) The applicability of Defect Liability Period or otherwise, has to be decided by the Chief Engineer with specific approval of respective Complex Chief

XI) 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 comes 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.

XII) 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 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.

XIII) 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.

16. LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

I) The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, and other applicable laws/rules before the commencement of the Work from Competent Authority within thirty days of issue of acceptance letter and submit to the Officer-in Charge / Engineer-in-charge. Contractor shall continue to have a valid license until the completion of the Work. The cost of obtaining license i.e., licence fee etc., shall be borne by the Contractor. Contractor shall not commence the Work without obtaining valid labour license. The Contractor shall also submit an Indemnity Bond executed on an appropriate value stamp paper indemnifying BEML against all the statutory requirement of the Labour Department.

II) The Contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

III) The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

IV) The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers (BOCW) Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the Work.

16A. ENGAGEMENT OF LABOUR

The Contractor shall not employ any labour below the age of 18 years directly or through petty contractors or sub-contractors for execution of the Work.

16B. SAFETY OF WORKERS & REPORTING OF ACCIDENT

The Contractor shall be responsible for safety of all employees/labour employed by him on Works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on Works to the Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention.

In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Engineer advised of the same. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Employees' Compensation Act

16C. ACTION IN CASE OF CONTRACTOR NOT FOLLOWING LABOUR LAWS

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing and complying with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for Work-people employed by the Contractor(s) (hereinafter referred as “the said Rules”) the Office-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the Work-people within a reasonable time to be specified in the notice. If the Contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the Work- people as aforesaid, the Officer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their Work-people on the site in connection with the execution of the Works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

16D. EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS

The Contractor shall provide and employ on the Site only such personnel who are technically and otherwise sufficiently skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to supervise the Work, as per the Contract requirements. The Contractor shall provide and employ skilled, semiskilled and un-skilled labour as is necessary for proper and timely execution of the Work.

17. MINIMUM WAGES ACT TO BE COMPLIED WITH

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

18. DISPUTE RESOLUTION AND JURISDICTION:

- a) 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.
- b) The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract.
- c) 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
- d) 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.
- e) In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

19. ARBITRATION

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The

place of arbitration shall be at Palakkad or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language.

The award of the sole arbitrator shall be final and binding on all the parties.

19A. DURING ARBITRATION

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

20. WATER FOR WORKS

I) Contractor should make their own arrangements for supply of water. Water if available only will be supplied by the BEML and the Contractor shall be charged for the quantity of water consumed by him at commercial tariff of the respective area or as indicated in the tender document. The Contractor shall make his own arrangements to tap and store water from the point indicated by the water supply section. The Contractor should also provide a meter. In case the meter is not provided or the meter goes out of order, the assessment of water consumption will be based on Rs.100/- per thousand rupees value of Work done priced only in respect of such items where the consumption of water is involved.

II) Water will be permitted to be utilized only after meeting the relevant standards and on approval of OIC/EIC. Digging borewell and open wells is not permitted inside the BEML premises.

21. ELECTRICITY FOR WORKS

The LT power supply if available at the project site, shall have to be tapped off by the Contractor from the tap off point indicated to him by the BEML authorities at his own cost. The Contractor has to lay the cables, provide required joints and terminate to their power supply board which consists of suitable rating energy meter, safety devices like MCB / MCCB / ELCB etc., for control and distribution. The energy will be supplied on chargeable basis based on the prevailing norms set by Electric Supply Company /Board of the respective areas towards temporary power connection for construction purpose. The supply shall not be given unless the temporary electric installation is certified as safe by the EIC/OIC. However, no claim for extension of Work shall be entertained on account of non-availability of power by BEML. The Contractor thus shall have his own back-up arrangement for such circumstances. In case power supply is not available at the project site, the agency shall arrange the same without any extra claims on this account. In case the energy meter is not provided or the energy meter goes out of order, the assessment of electricity consumption will be based on prevailing tariff of the respective city/state.

22. LEVY/TAXES PAYABLE BY CONTRACTOR

I) Unless specifically mentioned other-wise elsewhere in the Contract, all rates quoted in the Bill of Quantities;

(a) Shall be deemed to be inclusive of all types of taxes, duties levies, fees and charges etc., imposed by Central/State Govt. and local bodies Compensation Cess, Labour Cess, Custom Duty, royalties and other levies. It shall also include all other costs including loading, un-loading, insurance, transportation, testing and certification expenses except GST.

(b) GST at prevailing percentage is added in the BOQ at the end or as specified in the BOQ.

(c) Payment of GST on Works Contract is the entire responsibility of the Contractor. Contractor shall be entitled for reimbursement of GST paid, upon submission of GST Invoice and GST Challan for having paid the same to the Department.

II) The following Acts to be referred hereunder and elsewhere in the tender document as “GST”:

(a) Central Goods & Services Tax Act 2017 (CGST),

(b) Integrated Goods & Services Tax Act, 2017 (IGST),

(c) Union Territories Goods and Services Tax Act, 2017 (UTGST),

(d) Goods and Services Tax (Compensation to States) Act, 2017 (Compensation Act),

(e) Kerala Goods & Service Tax Act 2017 or applicable State's GST Acts,

(f) Any other statutory regulation passed by the Central / State Government/s on Goods & Service Tax.

(g) Any other tax levied by any statutory authority in addition to Goods and service tax and charged in the Tax Invoice raised by the Contractor.

III) Bidder warrants having valid registration under applicable GST. A copy of the registration certificate should be submitted along with the offer.

IV) Contractor's right to getting payment is subject to submission of a Valid Tax Invoice which would enable the Service Recipient (BEML) to claim Input Tax Credit in compliance with the provisions of the GST. Tax Invoice submitted by the Contractor shall mention the SAC/ HSN Code as applicable, Basic Price, applicable GST Rate and amount and all other essential information required to be mentioned as per the provisions of GST Rules, 2017.

V) Contractor shall warrant the value that is attributable to GST and the corresponding rate of tax that is chargeable is included in the total price charged in the Tax Invoice. The total amount as per the Tax Invoice shall be considered as the final price inclusive of GST and no claim for payments, whether or not, for only taxes or a price inclusive of taxes, shall be admitted at a later stage on any ground whatsoever.

VI) Any tax in the nature of Goods & Service Tax (GST) would be payable, when the invoice submitted by the Contractor is compliant with the provisions of GST law and contains all particulars as per statute.

VII) In case there is an upward revision in the applicable rate of tax (GST) post submission of bid, the Contractor shall submit a copy of the relevant statute/notification evidencing change of applicable rates for claiming payment from BEML as per revised GST rates. Similarly, if there is downward revision of applicable tax rate post submission of bid, the benefit of lower tax liability shall be passed on to BEML.

VIII) Contractor also warrants to duly comply all relevant provisions of the GST Laws including filing returns, paying taxes within the stipulated period so that no hindrance can be faced by BEML to claim Input Tax Credit as per provisions of the GST Law.

IX) Contractor shall fully indemnify to Service Recipient (BEML) on first demand against any claims, liabilities, actions, demands, Loss, costs and expenses occurred/imposed to the Service Recipient (BEML) on account of his failure to fully/partially discharge the statutory levies in time, or his failure in adherence of the applicable laws in force. For any such non-compliance, BEML reserves the right to withhold the payment until appropriate action are taken in a mutually agreeable manner.

23. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under the contract, if the Contractor (being an individual, or in case of a Firm or LLP, its partner/s) dies or attains legal disability, BEML shall have the option of terminating the contract without any compensation to the Contractor. BEML shall have the right to get the Work completed by itself, or through any other Contractors or agency.

24. RISK PURCHASE CLAUSE and FORCE MAJEURE CLAUSE:

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either;

a) To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description (where stores exactly complying with the description and readily procurable) without cancelling the PO in respect of consignment not due for delivery

or

b) To cancel the purchase order.

In the event of action being taken under clause (a) or (b) above, the supplier shall be liable for any loss, which BEML may sustain on that account but the supplier shall not be entitled to any gain or purchases

made against default. As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the purchase order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which BEML may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

c. Force Majeure clause.

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a Force Majeure conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

25. QUOTED RATE TO REMAIN FIRM THROUGHOUT THE CONTRACT

i) The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in fees royalties unless specifically provided for in the Contract, under any circumstances. Hence, the Contractor shall agree not to petition or claim for revision of rates tendered by him under any circumstances or

at any stage of the Work, either during execution or at the time when the Final Bills are settled.

26. UNDERSTANDING OF SITE CONDITION:

The Contractor shall fully satisfy himself or shall be deemed to have fully satisfied himself as to the nature of the Site, the soil, sub-soil, natural and man-made surroundings, existing structures (if any) at Site or in the vicinity, weather conditions, requirements, availability of resources, third party claimants or occupants (if any), the dimensions, levels, layout, character and nature of all roads, existing drains, sewers, electricity, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the Contract. The Contractor shall also inspect the site works and surroundings, the means of access thereto. Contractor shall generally obtain his own information on all matters concerning the Site and works to be executed thereon and of all matter and things which may in any way influence his Tender or the works. No claims for extra works, delay due to site conditions or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies 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 inaccuracies.

27. CONTRACTOR'S LIABILITY AND INSURANCE:

a) 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.

b) 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.

28. INDEMNIFICATION

Indemnity against all actions of Contractor:

The Contractor shall hold and save harmless and indemnify BEML and its employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from BEML and their employees by reason of any act, deed, omission or commission of the Contractor and/or his

representative and/or his Employees and/or his sub-contractors in the execution of the works under the Contract. All the sums payable by BEML by way of compensation to any third party/ies, under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

29. CAR POLICY

I) The Contractor's All Risk (CAR) policy shall be taken for the risk to commence from the date of actual commencement of Work as per Work Order for the Contract Sum till actual completion of Work against fire, Lightning, explosion, impact, flood, inundation, storm, earthquake, subsidence, landslide, theft, burglary, riot and strike, civil war and terrorist damage. The policy compensates individual against death, loss of limbs, loss of eyesight, permanent total disablement, permanent partial disablement and temporary total disablement, solely and directly resulting from accidental injuries. Any item not covered under above policy shall be the responsibility of Contractor. The policies of the Contractor shall remain in force throughout the period of execution of the works except for any specific insurance covers necessary for a shorter period. Before commencing the Work, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and BEML under the following requirements.

II) Liability for death or injury to any person or loss to any property (other than the Work) arisen out the performance of the Contract.

III) Construction plant, Machinery and Equipment brought to site by the Contractor\ Any other insurance cover as may be required by the law of the land like Workmen Insurance etc. with Insurance Company approved by the PIC/OIC.

IV) In case of such loss or damage as aforesaid, the money payable under any such insurance shall be received by BEML. This will be subject to:

(a) Risk covered.

(b) Claims on realization shall be passed to the Contractor according to value of the claims accepted by the insurance company for his damaged portion of Work after deducting 15% towards services rendered by BEML for processing the claim(s). The amount so disbursed to the Contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the BEML.

(c) The Contractor shall also obtain any additional insurance cover as per the requirement of the contract in the event of his contract not having been previously cancelled under contract conditions.

(d) Such insurance shall be one in respect of all works, unless otherwise expressly specified in the tender conditions.

V) If the Contractor fails to effect or keep in force or provide adequate cover as acceptance to the Engineer-in- Charge in the insurance

policies mentioned above, then in such cases, the Engineer-in-Charge may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium /premiums paid by the EIC in this regard from the payment due to the Contractor or from the Contractor's performance security. However, the Contractor shall not be absolved from his responsibility and / or liability in this regard.

30. PROGRESS REVIEW MEETINGS

The Contractor/s shall agree to execute the Work progressively in co-ordination with the concerned OIC/ EIC. Further, Contractor is required to attend progress review meetings regularly. The purpose of a progress review meeting shall be to review the work done, to plan for remaining Work and to deal with the matters related to the Work. The OIC/EIC or his nominee shall record the minutes of the progress review meetings and minutes will be shared with all the attendees. The responsibilities of the parties for actions to be taken is to be decided by the OIC/EIC either at the progress review meeting or after the progress review meeting and stated in writing to all who attended the meeting.

31. APPROVAL OF WORKS BY STAGES:

I) All Works consisting of more than one process shall be subject to examination and approval at each stage by the Officer-in-Charge/ Engineer-in-charge or his nominee thereof and the Contractor shall give due notice in writing to the Officer in-Charge/ Engineer-in charge when such stage is ready. Approval of works by stages shall be recorded in Work / Stage Passing Register. In default of such notice being received, the Officer-in-Charge/ Engineer- in-charge shall be entitled to disallow the Work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Officer-in-Charge/ Engineer in- charge thereon shall be final and conclusive.

II) If any Work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Officer-in-charge/ Engineer-in-charge. Also, in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Officer-in-charge/ Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Officer-in-charge at the Contractor's expense.

32. SITE RELATED

32A NIGHT WORKS:

Night Works will be permitted depending on requirement/need basis subject to obtaining prior approval from BEML and other statutory authorities. However, no additional payment will be made for night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of anyone, arising out

of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

32B. CONTROLLING OF CONTRACTOR LABOUR & POLICE VERIFICATION

I) 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 until their completion and handover, including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.

II) The Contractor shall submit Police Verification Certificate to move inside BEML premises during execution of Work and shall submit as affidavit for conduct and credibility of the labour force engaged for the Work to the OIC/EIC.

33. BRIBES AND GIFTS:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under Clause-15 hereof. Any question or dispute as to the committing of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

9. ADDITIONAL 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, designed by contractor and vetted as per authority specified in the contract, approved by Engineer in charge time to time as per scope of work during the progress of the works. The word SPECIFICATIONS shall be held to include the tender General Conditions, Specifications, Scope of work and Bill of Quantities.

2. CONTRACT NOT TO BE ASSIGNED OR UNDERLET AND CONSEQUENCE OF GRATUITIES BEING GIVEN: The contractor shall not assign or make over the contract to any other person, or underlet it, or make a sub-contract with any workmen 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.

3. 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.

4. 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.

5. 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 there from and shall generally obtain his own information on all matters and things which can in any manner influence his tender, No claims for extra works otherwise will be allowed in consequence of any 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.

6. 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 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.

7. 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.

8. NIGHT WORKS: The works shall be carried as per applicable labour laws 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.

9. 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. The contractor shall also at his own cost erect temporary fences on the site of works where required by the Engineer-in-charge.

10. 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 Engineer in charge may direct. 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.

11. 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 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 instruction and directions, according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications. The company shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly executed, to be removed, changed or altered, and if needed that other 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.

12. SUSPENSION OF WORK: The Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Chief Engineer to do so and shall not resume work thereon until so directed in writing by the Chief Engineer. The Contractor will be allowed by the Chief Engineer an Extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The contractors shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

13. 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.

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

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

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

17. COVERING OF CONSTRUCTION SITE: The Contractor shall, at his own expense, make arrangement to cover/wrap the construction site with GI Sheets 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 arrangement to remove the cover after completion of the work.

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

19. 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.

20. 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.

21. 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.

22. ATTENTION:

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

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

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

23. 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, Employer's liability Act 1938, Workmen's Compensation Act 1923, ESI Act 1948, or any other Acts or enactments relating thereto and rules framed there under from time to time. In the event, the contractor fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws, the Company is entitled to withhold the same from any other amount payable by it to the contractor and remit the same to the authority concerned and such payment shall be binding on the contractor.

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 Tenderer 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 requisite documentary evidence supporting payment of ESI/PF Authorities/supported by the acquaintance rills, the amount earlier recovered from contractor's bills shall be paid duly adjusting the shortfall in remittance, if any.

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.

24. FAIR WAGES: The Contractor shall not pay less than fair wage to labourers, workmen engaged by him on the work. Fair wages mean 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.

25. The contractor shall arrange qualified Engineers with experience in similar construction work to be at the work spot throughout the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.

26. 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.

27. 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.

28. 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.

29. CONTRACTOR(S) shall provide himself/themselves with requisite number of welding sets, mixers with hoppers, vibrators builders hoist, Tools, meters and testing equipment's, transport vehicles, etc., required for the complete satisfactory execution of work.

30. 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.

31. 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 coefficient shall also form part of MES Schedule.

32. The scope also includes that the contractor shall co-ordinate with other contractor of proposed stores project during the construction phase for any clearances and to meet any statutory requirements.

33. The Contractor can shall schedule and complete the works considering the requirement of other contractors and works under taken near the area.

34. 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.

35. 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.

35. SCHEDULE OF PAYMENTS AT STAGES:

All running & final payments shall be made to the EPC Contractor in accordance with the following schedule.

S.no	Description	Individual in % on Contract value in EPC mode	Cumulative on Contract value in EPC Mode
1	Submission of Soil investigation report, contour survey with Layout, 2D layout options. Submission of Architectural Drawings, conceptual drawings, 3-D views and walkthrough presentations, Submission of Design basis specifications for all works for proposed buildings & related associated work and duly proof checked by Government Institute, IIT/NITs. Submission of soft copies and four sets of colored hard copies for design & drawings. Submission of Good for Construction Drawings for Execution of Works for Proposed Hangar along related associated work and obtaining approval of detailed QAP for all works. Obtaining all clearances and initial approvals from all statutory departments and agencies like KSPCB, DFO, KINFRA, Factories and boilers, Labour department, CEA etc.	2.00%	2%
2	Completion of Leveling/dozing, Site Clearance, Grubbing and Land Levelling of earth for the proposed building area and other surrounding areas includes cleaning, removal of rank vegetation and moving of any other materials lying inside area to the cleared. Completion of Cutting (in all type of soil and rock area) and Filling to achieve a desired uniform FGL (Formed Ground Level) including compaction, rolling and dressing work.	2.00%	4%

3	Completion of Earthwork, foundation and back fill work up to plinth level for PEB Hangar and RCC Office Building includes Anchor/Foundation bolts, Anti-Termite Treatment, Waterproofing all as per approved design & drawings. compaction including Field Density Test as per relevant Indian Standards.	4.00%	8%
4	Completion and Erection of PEB Structure of Stores Hangar viz., of Columns, rafters, purlins roof truss, bracings, sag rod, bracings, Eave Struts, Girts as per the approved design including of testing and commissioning.	12.00%	20%
5	Completion of Superstructure up to First floor roof slab height for RCC Office Building including plinth & tie beams, Masonry wall, RCC Columns, lintel beams, Roof slabs, internal and external plastering etc as per design with related works.	4.00%	24%
7	Completion of Supply and installation of galvalume sheet roof sheet and cladding, puff panel roofings, Poly carbonate sheet, sky light, Canopies, Turbo ventilators, Roof gutters, rain water down take pipes in all levels, flashings with all related works for Hangar as per design and approval.	10.00%	34%
8	Completion of Supply and installation of EOT Crane gantry girder, internal & External Ladders, walkway platforms, handrails, Roof life line system (fall protection system), roof hand rails etc with all related works.	4.00%	38%
9	Completion of subbase preparation, FM3 RCC flooring with reinforcement, Surface hardener, densification & groove cutting etc. for Stores Hangar as per approved design and drawings	10.00%	48%
10	Completion of commissioning of EOT cranes including Submission and Approval of Design drawings, completion of with load test at vendor site, SITC of 15T EOT crane (2 Nos) in Store Hangar with required accessories and commissioning of Material lifts as per approved design and approval and obtaining the third-party safety certifications.	6.00%	54%

11	Completion of installation of rolling shutters, all doors, windows and ventilators, concrete floor and floor tiles in office area, floor and wall tiles in all Toilet blocks, granite, handrails, Sanitary fittings, Overhead PVC Tanks, raw water and drinking water lines all related work as per approved design and drawings.	4.00%	58%
12	Completion of waste water lines and sanitary lines including connection to chambers, underground drain chambers connecting to collection pit, providing plinth protections all-round the hangar etc all related work as per approved design and drawings	4.00%	62%
13	Completion of installation and commissioning of all electrical works like LT panels, DBs, UPS switches, sockets, internal wirings, lighting, internal office lighting, tray network with supports etc, Power outlets, external electrical work, Lighting arresters, Highmast lights, All Earthing pit, with interconnection and related works in all buildings as per design and approval. Obtaining Energization approval from CEA and submission of approved drawings.	7.00%	69%
14	Completion of construction of External hard standing, road crossing, concrete Roads, kerbwall, storm water drains to River, Trenches providing gratings and all related work as per approved design and drawings. And construction of retaining wall and providing pitching on the periphery of the site where level difference is more than 0.5M from NGL to FGL.	15%	84%
15	Completion of installation and commissioning of all Firefighting/ hydrant system, Fire alarm panel, public addressing system, installation of fire extinguishers with sign boards and all related works as per approval & Design. Obtaining final NOC from fire department and submission of approved drawings.	3.00%	87%
16	Completion of all connectivity and interior works like fixing of false ceiling, furniture, cubicles, storages cabinets, chairs, TVs, installation of networking and LAN network, installation of ACs, Tele communication work, CCTV, Sign/Name	3.00%	90%

	boards etc and any related work in Store Hangar as per design and approval.		
17	Completion of all finishing work like internal & external painting works, water proofing & all other connected works in all proposed building as per design and approval. Obtaining Occupancy / Green building GIRHA certification/ Stability/ completion certificate on completion of project & submission of as-built drawings all works including completed documentation & handing over the building in project.	10%	100%

Note:

(a) For all above works pro-rata basis payment will be made as assessed during execution by Engineer in Charge and same will be final.

(b) The payment stages are tentative and can be rescheduled depending upon work exigency/requirement, subject to recommendation of EIC & approval of BEML.

10. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

On the acceptance of his tender, the Contractor shall forthwith satisfy himself as to the correctness and sufficiency of his tender for the works as well as prices percentage 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 acceptance, which shall be construed and taken as an acknowledgement on his part of his complete satisfaction and acquiescence in the sufficiency of the prices.

2. CONTRACTOR TO EXECUTE CONTRACT WITH COMPANY:

The Contractor shall within thirty days of the issue of purchase order enter into and execute a formal agreement of contract. The Contractor shall not be entitled to make any charges for the perusal of the contract. The contractor shall within ONE month of the issue of acceptance letter submit the detailed work schedule in the form of master plan, monthly plan, weekly work execution plan clearly indicating the various activities. Work shall start on priority basis as per BEML requirement. However, if any portion of site not made available by BEML for any reason whatsoever no claim on account of this will be entertained.

3. ENGINEERS ORDER TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

The Contractor having signed the contract, the Accepting authority 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 or points and in such portions as the Engineer may direct. The company shall, with Engineer's written order to commence the works, give to the Contractor the use of so much of the site of works as may, in the opinion of the Accepting authority, be required in order to enable the Contractor to commence and continue to construction of the works, and shall 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 effect the contract, nor any provision contained in the specification, not entitle the Contractors to any increased allowance in respect of the money

4. SETTING OUT WORKS:

The Contractor shall set out the whole of the works & be responsible for the correctness of the position, levels & dimensions of several works, according to the drawings & written instructions of the Engineer. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the Contractor, on being required to do by the Engineer, shall at his own expense remove & amend the work to the satisfaction of the Engineer, notwithstanding that he may have been assisted by the Engineer in setting out the same.

The setting out of the building shall be done by the Contractor himself. All measurements shall comply with the dimensions noted on the drawings. The Contractor shall construct centre line pillars 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 work.

5. EMERGENCY POWERS:

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

6. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the Engineer require it for his more perfect satisfaction, the Contractor, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the Officer in charge / Engineer in charge may direct, and the Contractor shall make such works good again to his satisfaction. Should the works be found faulty

in any respect the whole of the expenses thereby incurred shall be defrayed by the Contractor, but of otherwise, by the company.

7. SCOPE OF COMPLETION:

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

8. FINAL MEASUREMENT:

The final measurement can be through re-measurement of the whole of the work performed, as decided by OIC/EIC if required will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least three days before the date fixed for the measurement, appointing the day, hour and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest. If a dispute arises between the company and the Contractor as to the Quantity and Quality of work performed involving a sum of larger than Rs.500/- the Contractor may appeal in writing to the company for measurement or reappraisal, as the case may be. If the company considers the Contractor's claims is valid, they may appoint an Officer other than the Officer who made the final measurements and inspection and his report shall be considered as final and binding on the Contractor. The Contractor shall have a representative present when the re-measurement or reappraisal is being made.

9. SIGN BOARD AND HOARDINGS:

The Contractor shall not affix to place any placards or advertisement of any description or permit the same to be affixed or place in or upon any hoarding, gantry, building/structure other than that approved by the OIC/EIC.

10. FOUNDATIONS

Foundations shall generally conform to the dimensions indicated in the drawings, unless the nature of soils 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 drawings shall be got inspected, approved and certified by the Engineer-In-charge of works before laying concrete.

11. DAMAGE TO SERVICE LINE ETC., OF THE COMPANY:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Contractor. The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization

schedule envisaged for timely completion of work within the stipulated time for completion of work.

12. PROVISION OF MACHINES, TRANSPORT ETC.:

Contractor shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of work. The Contractor shall furnish list of specific equipment's to be mobilized by him, of acceptance of contract as agreed / directed by the Engineer-in-charge.

13. MATERIALS SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish / produce purchase vouchers and manufacturer's test certificates of Structural Steel and steel from the reputed manufacturers / suppliers. In addition to the testing of materials, in accordance with technical specifications and approved quality plan. However, OIC/EIC shall decide the usage of the same while in-incorporation in the work based on the manufacturers test report and then test certificate obtained from the approved laboratory as per quality plan.

i) CEMENT

a. Cement required for the work when specified in the contract shall be Contractors own supply. The cement shall be of approved Make list conforming in all respects with the latest Indian Standard specification for Cement including latest amendments as stated in technical conditions and shall be ISI marked.

b. Prior to commencing the work, the Contractor shall inform the Engineer the brand of cement and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the cement. The Engineer reserves the right of rejecting cement of any brand which has not established itself as a high-grade Portland cement and has not for three years or more given satisfactory result in use under climatic or other conditions of exposure similar to those of the works proposed.

c. Contractor binds to deliver the cement on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other cement before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the cement, which does not satisfy in the test from Authorized laboratory. Failing this, the responsibility for such delay will rest on the Contractor.

d. Immediately after the work order is signed, Contractor shall procure and store at the site of the works such stock of cement as the Engineer directs to do so for satisfactory completion of work. The Contractor shall give to the Engineer-in-Charge notice of the arrival of each consignment of cement on the work and shall give the Engineer sufficient time for testing the same before it is issued on the

work. Only cement certified by the Engineer shall be used on the works

e. All rejected cement not conforming to technical specifications shall be removed by the Contractor from the work spot immediately at his own RISK AND COST.

f. The cement shall be stored in barrels or bags at the site on a wooden floor or a platform not less than 1' above the ground level staked in rows of 10 bags high 2' clear from the walls in a covered shed affording adequate protection against the weather and moisture from any source.

ii) STRUCTURAL STEEL / REINFORCEMENT STEEL

a) Mild steel / HYSD / TMT and Structural steel required for the work shall be Contractors own supply. The structural steel / reinforcement steel elements shall be of approved Indian Manufacture conforming in all respects with the appropriate Indian Standard Specification.

b) Prior to commencing the work, the Contractor shall inform the Engineer the brand of steel and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the Structural Steel. The Engineer reserves the right of rejecting Structural Steel / reinforcement steel of any brand.

c) Contractor binds to deliver the Structural Steel / reinforcement steel on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other Structural Steel / reinforcement steel before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the Structural Steel, which does not satisfy in the test. Failing this, the responsibility for such delay will rest on the Contractor.

d) Immediately after the work order is signed, Contractor shall procure and store at the site of the works such stock of Structural Steel / reinforcement steel as the Engineer directs to do so for satisfactory completion of work. The Contractor shall give to the Engineer-in-Charge notice of the arrival of each consignment of Structural Steel / reinforcement steel on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only Structural Steel / reinforcement steel certified by the Engineer shall be used on the works.

e) All rejected steel not conforming to the appropriate Indian Standard Specifications shall be removed by the Contractor from the work spot immediately at his own risk and cost.

f) Rates for all items involving use of structural steel / reinforcement steel shall be based on the price of structural steel conforming to IS as mentioned in technical specifications.

g) Rates for all items involving use of Structural Steel / reinforcement steel conforming to IS as mentioned in technical conditions.

h) The provisions made above are without prejudice to the right of the Company to take action, against the Contractor under the condition of the contract for not doing the work according to the prescribed specifications.

14. FABRICATION OF STRUCTURAL STEEL BY THE BIDDER ON ACCEPTANCE OF WORK AND CUTTING & BENDING OF REINFORCEMENT STEEL.

a) The tender rate for steel work shall be deemed to include for all works with fabrication drawing. The work "Fabrication" does not however include any manufacturer's job. The shop drawing for Fabrication to be submitted for the approval of OIC/EIC. The Fabrication at site shall confirm to the approved shop Drawings.

b) The bar bending Schedule for reinforcement steel shall be submitted for the approval of Engineer-in-charge and the work thereafter shall be executed as per the approved drawing.

c) OTHER MATERIALS

All other materials required for the work shall also be supplied by the Contractor.

These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

15. ACCEPTANCE OF TENDER:

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

16. RIGHT TO ACCEPT THE CONTRACT:

The Company also reserves the right to accept the lowest or any other tender at its own discretion without assigning any reason whatsoever.

17. MODIFICATION OF SPECIFICATIONS:

No modifications or changes of specification in the Bill of Quantities will be accepted & such tenders are liable to be rejected.

18. EARNEST MONEY DEPOSIT:

Earnest Money Deposit amount which a Contractor shall deposit along with the tender shall be equal to:

a) For works, 2% (Two Percent) of the estimated cost or as notified from time to time:

The EMD shall be deposited in the form of RTGS/Demand Draft/Banker's cheque/Bank Guarantee in favour of BEML Limited, payable at Bangalore. EMD deposited by the Bidder shall not bear any interest to the Contractor.

19. MOVEMENT OF RCC DUE TO TEMPERATURE

To prevent movement of RCC due to temperature difference, the top of wall on which the slab rests should be plastered smooth and spread with a layer of sand before casting the slab. Lintels with Chajja when cast monolithic should be provided with a lug in the centre so as to prevent the ingress of moisture on to the inner face of wall

20. INTERPRETATION

If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

21. SHOW-CAUSE NOTICE

In case where the Competent Authority decides that action against the Contractor is called for, a show-cause notice shall be issued by the BEML, containing the imputation of misconduct. The Contractor should submit within 15 days a written statement in its defence.

22. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

1. TECHNICAL SPECIFICATIONS

The works in general shall be executed as per relevant specifications amended up to date, unless given otherwise in this tender document and as per direction of Engineer-in-Charge. In case of discrepancy among the specifications / conditions as mentioned above, the precedence given in general condition of contract shall be followed.

2. Quality Assurance Plan:

Contractor shall prepare the detailed QAP and obtain approval of BEML for PEB, all major works and for works directed by EIC on finalisation of detailed design & drawing. However, approval of BEML shall not relieve the contractor from his responsibility of providing Quality products and services as per IS standards/NBC code.

3. TESTS TO BE CONDUCTED BY CONTRACTOR AT HIS COST

The material before incorporation in the work shall be informed to BEML along with Manufacturers Test report on direction of OIC/EIC may permit such materials for the work subjected to Laboratory Testing. Any adverse Test results, such material shall be removed from the site immediately and the work carried out shall be

demolished / dismantled / removed from the site as directed by OIC/EIC.

4. LIST OF APPROVED MAKE/ BRAND OF MATERIALS

The following is the list of approved make/ brand of materials (Refer materials, whichever are applicable for the scope of work) for proposed work.

Sl. No	Name of materials	Approved Make
Civil works		
1	Cement (PPC/OPC)	ACC/ Ultra Tech/ RAMCO / Dalmia / Chettinad Cements
2	Reinforcement Steel (HYSD/ TMT)	TATA/ SAIL/VIZAG/ JINDAL/ JSW
3	White Cement/ Wall putty	Birla wall care/JK White/ Berge/Asian Paints/ShieldmaxX
4	Vitrified Floor Tile	Kajaria/Johnson/ Nitco/ Somany (all first quality).
5	PVC drain Pipe, CPVC pipes	Supreme/Prince/ Finolex / Ashirvad
6	G.I. Pipes	Jindal/ Tata /Apollo/ Prakash surya
7	C.I. pipe & fitting	KAPILASH/NECO/BENGAL IRON CO./RIF
8	Aluminium Sections	Jindal, Hindalco, Indalco, Nalco
9	Float glass	Modi Guard/ Saint Gobain / HNGIL/ AIS
10	Toughened Glass	Modi Guard/ Saint Gobain / HNGIL// AIS
11	Frameless Glass fitting	Ozone / Dorma
12	Pre-laminated board	Greenlam/ Merino /Kitply/Century
13	POP punning	Sakarni/ Shri Ram/ JK/ Birla
14	All type of Primers / Synthetic Enamel paint	Asian/ ICI (Dulux)/ Nerolac/ Berger
15	Interior Emulsion & Texture paints	Asian Paints (Royale)/ Berger (Silk Glamour)/ Nerolac (Impressions HD)/ Dulux(velvet touch)
16	Exterior Emulsion all buildings	Asian Paints (Ultima)/ Berger (Silk Glamour)/

		Nerolac (Excel Anti peel)/ Dulux(Weather shield max)
17	S.S Stair case railings	Jindal Stainless Steel/ SAIL/ ESSAR/ ICH Industries
18	CI Manhole	NECO/ Kapilansh /SKF/RPMF
19	Stainless Steel Bolts/ Washers & Nuts	Kundan/ Puja/ Atul
20	Chequered Precast Concrete Tile	Hindustan Tiles/ Ultra/ Swastik Tiles
21	UPVC Windows	Fenesta/ Prominace/ Rehau/Torfenster/ Alupast / Ncl Veka LTD
22	Admixture	Fosroc/ Sika.
23	Water Proofing Compound	Tapcrete/ Cico/ Accoproof/ Impermo/ Fosroc.
24	Adhesive	Pidilite/ Dunlop/ Sika/ Fosroc/ Endura/ Laticrete
25	Epoxy Mortar	Fosroc/ Sika/ Pidilite/ MYK
26	Structural & Weather Silicon	Dow Corning/Wacker.
27	Epoxy/PU Flooring & other specialised floorings.	Berger/ Fosroc/ Pidilite/Sika/MYK/ Ardex Endura/ STP.
28	Flush Door shutters	Duro/ Kitply (Swastik)/ Century/ Durian/ Greenply/ Merino/ Green Panel/ A1 teak/ / JENA
29	Fire rated door	Signum Fire Protection/ Shakti Metdoor/ NAVAIR/ Sukri/ Promat/ Godrej/
30	Acoustic Door	Ica Acoustics/ Oceanz Acoustics/ Acoustical Solution Inc.
31	Flush Door Shutters (Decorative/ Non- Decorative).	Swastic/ Corbett/ Century/ Green/ Archid/Jena
32	Glass FRP Door Shutters	Polyline/ Duroplast/ Cactus.
33	Hydraulic Door Closer/ Floor Spring	Hardwyn/ Godrej/ Dorma
34	Steel doors	JSW/ TATA/Godrej/Duroguard/ Rhino doors/Kanza
35	Door Coordinator	UL Listed/ Monarch/ Dorma.

36	Anodised Aluminum Hardware (Heavy Duty)	Hardima/Everite/ Sigma (ISI Marked).
37	Tempered / Clear / Float / Toughened Glass	Pilkinton/Saint Gobain/ Asahi.
38	Door Locks	Godrej/Europa/Ozone/Dorset
39	Rolling Shutter Motor	CAME/AUTOZON/ GEAPL
40	Floor spring & Door closure	Godrej/ Dorma/Dorset/ Kich
41	Water proofing chemical	DrFixit /SIKA/ ARDEX/BERGER /FOSROC
42	Tile Adhesive	Lactcrete/ Ardex Endure/ Pidilite/ Sika/ Asian Paints/ Fosroc.
43	Acoustic Treatment: Wall Panelling	Armstrong / Anutone / Himalaya / Credenze
44	Heavy Duty Paver Tiles	Johnson-(Endura)/Somany-(Dura Stone)/Pevit,
43	Poly-Sulphide Sealent	Pidilite/ Tuffseal/Sika/ Fosroc.
44	Damp Proof Material	Impermo/Duraseal/ Acco-Proof.
45	Hardware's Door & Windows	Hettich/ Everite/Dorma/ Godrej/Iron mongery
46	PVC casing pipe	Kissan (Agro)/ Appollo/Supreme
PEB/Structural Works		
1	Structural Steel	TATA/ SAIL/ Jindal/ Vizag/JSW
2	Structural Steel- MS pipes only	TATA/ SAIL/ Jindal/ Vizag/ APL Apollo/JSW
3	HR plates for Built-Up Sections	VIZAG/ SAIL/ ESSAR/ TATA/ JSW/JINDAL
4	Hot Rolled Steel: Beams /Channels / Angles/ Rods / Plates	VIZAG/ SAIL/ ESSAR/ TATA/ JSW/JINDAL
5	Hot Rolled Steel: Circular/Square/Rectangular Tube Sections	VIZAG/ SAIL/ ESSAR/ TATA/ JSW/ APPOLLO/JINDAL
6	Pre Galvanised Cold Rolled Coils:- Purlins /Girts	SAIL/ ESSAR/ JSW/TATA/ JINDAL
7	Galvalume Roof Sheetting / Galvalume Wall Cladding/	TATA BLUE SCOPE/ JSW/ META COLOUR/

	Flashing/ Gutter/ and Downspout	LLOYD INSULATIONS/ INTERARCH
8	Tube sections	VIZAG/ SAIL/ ESSAR/ TATA/ JSW/ JINDAL
9	High Strength Bolts	Deepak/ Atul/ Panchsheel/ TVS &Pooja
10	Secondary Connections	Deepak/ Atul/ Panchsheel/ TVS /Pooja
11	Sheeting/cladding Fasteners	Fisher/ Hilti/ Corroshield
12	Paint -Epoxy and primer	Asian/ Berger/Dulux/Dupont
13	Welding Rods	Advani Orikon / ESAB INDIA/ EWAC ALLOYS/ HONAWAR ELECTRODES/ D & H Welding Electrodes
14	Life Line System at Roof	3M India Ltd/ Sure safety (Ind) Ltd/ M/s Eklavya Safety LLP/Karam/ (CE certified system).
15	Skylight	VELUX or equivalent
16	Polycarbonate sheet	LLOYD INSULATIONS/ TUFLITE / GE PLASTIC/LEXAN/BAYERS
17	Self-drilling/ tapping Zinc plated screws size 5.5x55mm for Galvalume sheets	TATA/JINDAL/JSW/ HILTI/
18	XLPE Sheet	Supreme/ Green Insu/ Aerolam
19	PUF sandwich Panel	AlFa/Karthik/ Lloyd/Kirby/ Metecno/ TATA Bluescope
Electrical, Data & Voice Networking Works		
1	HT switch gears (VCBs, panels, relays etc)/ RMU	L&T/Schneider/Crompton/Megawin
2	LT switch gears ACBs, relays	L&T(U power)/ Legrand (DMX3)/ Siemens (3WL)/ Schneider (Easypact HVS)
3	HT & LT armoured cables	Finolex/ Polycab/ Havells/KEI/ RR KABEL
4	HT/ LT Electrical Panels	CPRI Approved Manufacturers for approved voltage
5	HT/LT cable joint kits	M-Seal/Raychem/3M
6	MCBs/RCCBs/RCBOs/ DBs & accessories	Legrand (DX3)/ L&T (Exora)/Schneider (Acti9)/ABB-(S200M)/Hager-(H3)

7	MCCBs/SFU/Contactors/Panel board mounting switches/ Single Phase Preventer /Timer	ABB/ Schneider/L&T/Legrand
8	High mast light poles	Bajaj / CGL/ Valmont/Utkarsh India limited
9	FRLS and PVC insulated stranded flexible copper wires as per IS 694	Finolex/ Polycab/ Havells/ KEI/ RR KABEL
10	PVC rigid conduit heavy duty	Finolex/Precision/Avon Plast/ BEC/AKG/ Vasavi Minimum thickness 2.0mm up to 25mm and 2.5 mm for above 25mm
11	M.S. Conduit pipe and accessories	AKG/BEC/RMCON/NIC with ISI marking
12	Modular type Switches, Socket, Fan Regulator, including Modular Boxes and Plates and accessories	Legrand (Mossaic/Myrise)/ Crabtree (Picadly)/ Schneider (Zencello)
13	Indication lamps / push buttons / selector switch	L&T/Siemens/Schneider/AE/Kaycee/Tecknic/BCH/ IMP
14	LED light Fittings, lamps & accessories	Philips/Havells/Bajaj/CGL
15	Street Light/High Bay light	Philips/Havells/Bajaj/CGL
16	Multifunction meter	El measure/ Schneider/ L&T/ Siemens /Legrand
17	Ceiling Fans	Havells/Usha/CGL/Bajaj/Orient (5 star BEE rated BLDC with regulator shall be used)
18	Exhaust fans/Wall fans	CGL/Bajaj/Havells /Almonard
19	CT/PT	Kalpa/Kappa/L&T/AE/ INDCOIL/Pragati
20	Variable Frequency Drives (VFDs)	Yaskawa/Fuji Electric/Schneider/Danfoss
21	HDPE Pipe	Duraline /Rex Polyextrusion / Plato / Tijaria / Tirupati Plastomatics / AJAPLAS
22	Terminals	Connectwell/ CHHABI/ Cab seal / Wago / Elmex

23	Cable lugs & glands	Dowells/ Jainsons / Asian / Commet/ Wago/ Gripwel / Johnsons/ Smi
24	Cable Tray	RICO/PILCO/VENUS/Profab / Indmark Formtech / UCIC / Kanade Anand / VATCO/ RM Con
25	Rubber Insulation Mat (ISI marked mats only to be used)	Syntex/Jyoti/Tata/Vardhman/Zenit h/ Kiran/Raychem/Elstomer.
26	UPS/Inverter	Numeric/Fuji Electric/Emerson/ Liebert
27	Battery	Exide/Amaron (Batteries with 3 years warranty only to be used.)
28	Bus Bar Trunking- Sandwiched	Schneider/L&T/C&S/Siemens/Legr and
29	Sensors for lighting	Havells/Crompton/Philips/Honeywe ll/Legrand/ Schneider.
30	Split type Air conditioner	Daikin / Blue Star /Voltas / LG/ Carrier / Mitsubishi / Godrej / (5 star BEE rated Inverter ACs shall be used)
31	Voltage stabilizers	Godrej/ V-Guard/ Microtek/ Voltas
32	Industrial Insulated sockets & Plugs	Schneider/ Legrand/ CAPE/Mennekes
33	ABS enclosure for Industrial sockets	Hensel/Mennekes/CAPE/Legrand/S chneider
Telephone, Network, Access control/ CCTV systems		
1	PIJF underground telephone cable	Polycab/Delton/Finolex/KEC/Para mount
2	Optical Fiber Cable	Finolex / KEC/ Paramount / Birla Ericsson / Aksh Optifibre
3	Telephone cable	Finolex/Havells/Polycab/RR cable/Molex
4	Telephone Crone Connector	D-link /systemax/digilinc/molex/Krone or equivalent.
5	Telephone/Cat6 IO/ LIU/CAT 6 Jack Panel	Molex/ Systimax/Tyco/Panduit

6	CAT-6 LAN Cable	Molex/ Systimax/Tyco/Panduit
7	Network Rack	Net Rack/ Wall Rack/Panduit/Rittal
8	LAN / Data/ Voice Networking components	D-Link/Digilink/Molex/Panduit/Systimax/ Tyco
9	Network switches-L3 Managed switches	CISCO/Juniper/Fortinet/ HP/
10	CCTV/ Video surveillance all types of indoor /outdoor cameras	Axis/CP Plus/Sony/Honeywell/Pelco
11	Access control system	Bosch/Matrix/ Axis/Honeywell
12	Electromagnetic locks	Dorma/Godrej/Algatec/Assa-Abloy/BEL
13	NAS Storage system for CCTV	Seagate/ WD/ Honeywell/ HP/ EMC2/ Axis/ Pelco
14	Video surveillance hard disc	Seagate-Sky Hawk/WD-Purple
15	Outdoor pole mounted enclosure and wall mounted enclosures for faulty housing	Hensel/Hoffman/Panduit
16	IP66 rated external splicing kit for outdoor fibre optics cable	3M/Raychem/Tyco
17	IP EPABX System	Unify/ Alcatel/ Nortel/
Road Works		
1	Wet Mix Macadam (WMM)	Local Supply (as per MORTH grade)
2	Granular Sub base (GSB)	Local Supply (as per MORTH grade)
3	Aggregates (40mm, 20mm, 10mm)	Local Supply (as per MORTH grade)
4	Concrete Kerb Stones / Edging Blocks	KK Manhole / Local precast vendor
5	Paver Blocks (M40 or M50 Grade)	KK / UltraTech / Local ISI vendors
6	Road Marking Paint	Asian Paints / Berger / Shalimar/ Dulux/ Nerolac
7	Sign Boards & Delineators	3M/ Avery Dennison / Local IS codes
Firefighting		
1	M.S Pipe	TATA /Jindal / Suryaprakash / Asian

2	M.S Fittings	R-brand / Koel / Swastik
3	Hydrant Valve (ISI Mark)	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
4	CI Butterfly valves	Leader /Audco /zoloto/ Kirloskar
5	Fire hose (ISI Marks)	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
6	Hose Cabinet	Newage/ Firesheild/ Guard Fire/ Minimax / Priyanka
7	Fire bridge inlet	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
8	Branch Pipe & Nozzle	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
9	Hose Reel Drum	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
10	Ball Valve	Leader /Audco / zoloto/ Kirloskar
11	Portable Fire extinguishers	Fire squad/ WINCO/ / Newage / Priyanka/ Minimax
12	Paint (Enamel)	Asian / Nerolac / Burger/Dulex
13	Passive Fire protection	3M / Promort / Metacaulk (UL Listed)
14	Wrapping & Coating	IWL / Pypokote
15	Sluice valve / Non return valve	Kirloskar of Class PN 1.6 /Equivalent in Audco/Leader/ Advance
16	Gun Metal Valve (ISI marked)	Kirloskar / Sant/Leader
17	Pressure Switch	Danfoss / Honeywell / Indfos / Fiebig / HGuru
18	First aid hose reel drum	Dunlop / Newage/ Minimax / Ceasefire / Mitras /Safeguard
19	Cushy foot / Anti vibration pads	Dunlop / Resistoflex / GERB
20	Firefighting pumps	Kirloskar/ MATHER & PLATT/ Crompton
21	Motor starter	L&T/ Siemens/Crompton/ Schneider
Fire Detection and Alarm System		

1	Analog Addressable fire alarm system (Fire control Panel / Sounder / Manual Call box & accessories)	Notifier (Honeywell)/Cerberus (SIEMENS)/ SIMPLEX/ Edwards/ COOPER
2	UL approved Fire alarm detector (smoke / heat / optical / multi-function etc.)	System Sensor/ Apollo/ Edwards/ Notifier (Honeywell)/Simplex/ cooper
3	Industrial siren	ASES/AGNI/ISI make
4	Fire alarm cables	Polycab/ Havells / Finolex/ RR KABEL
5	PA Speaker & Console	Bosch/ Philips/ Siemens/ Bose
Plumbing Drainage & STP Works		
1	Sanitary Fittings (EWC/IWC/Washbasin/Urinals)	Hindware/ Parryware/ Jaquar/ Cera
2	CP sanitary pipe fittings	Hindware/ Parryware/ Jaquar/ Cera
3	UPVC, PVC pipes with fittings	Supreme/ Finolex/ Astral/Aashirvad
4	All types of Valves	Zoloto/Apollo/Leader/Audco /Kirloskar
5	Solenoid valves	Dwyer/Taylor/Audco
6	Cast iron pipes and fittings	NECO/ RIF/ BIC/ KAPILANSH,
7	Injection Grouting	Fosroc/ Sika/ MYK/Pidilite.
8	Grab bars for Disabled	Dorma/ D-line/ Cera/ Jaquar/ Hindware
9	Water dispenser	Crossfields/Aqua clan/ Conway/ Voltas/Thermax/
10	Water storage tank	Sintex/Aquatech/Vectus/Plasto/Supreme
11	Hydro-pneumatic pump	Grundfos/ Kirloskar/ KSB/ Mather Platt
12	Sewage pump and other pumps	Grundfos/ Kirloskar/ KSB/ Lubi
13	Galvanised Iron pipes	Jindal/ Techno flex
14	Wall Mixer, Kitchen sink,	Hindware/ Parryware/ Jaquar/Cera
15	Electromagnetic flow meter	Reputed make with NABL calibration

16	RCC Hume Pipes (NP2/NP3 Class)	Spun Pipe/KK/ISI-approved vendor
17	Precast RCC Drain Covers	KK / Local Precast ISI vendor
18	Stoneware Pipes (if used in gravity drains)	Supreme / Prince / Local ISI
19	Sump / Catchpit Precast Chambers	KK Manhole / Local Precast
20	Drainage Inspection Chamber Covers	NECO/ SKF/RIF/RPMF/ BIC/ KAPILANSH/ NFL
21	Manhole Steps (FRP coated or MS)	NECO/ SKF/RIF/RPMF/ BIC/ KAPILANSH/ NFL
22	Drainage Waterproofing Compound	FOSROC / CICO/ Dr. Fixit/ SIKA
Interiors		
1	False Ceiling/ Panels of all types	Gyproc/ India Gypsum/ Usg Knauf/ Armstrong
2	Workstations And Senior Executives Room Tables	Featherlite/ Godrej Interio/ Haworth/ Wipro/ Durian/Damro
3	Loose Furnitures - Like Chairs, Sofa, CRCA storage cabinets	Featherlite/ Godrej Interio/ Haworth/ Wipro/ Durian/Damro
4	Plywoods	GREENPLY/ KITPLY/ SHARONPLY/ CENTURYPLY
5	Fluted Panels	Rang/ Gloirio (Emporio)/ Mag Veneer
6	Laminates	New Mika/ Greenlam/ Merino/ Dorby Mica/ Formica
7	Window Blinds	Mac/ Trac/ Vista Levelor
8	Texture Painting	Asian Paints (Royale)/ Berger (Silk Glamour)/ Nerolac (Impressions HD) / Dulux(velvet touch)
9	Decorative LED Light Fittings	HAVELLS/ BAJAJ/ PHILLIPS/WHITE TEAK COMPANY (ASIAN PAINTS)/HYBEC
10	Locks And Hinges for Cabinets and Cupboards	Godrej/ Ebco/ Hettich
11	Cabinet Handles, Tower bolts, Door Closers	Godrej/ Ebco/ Hettich
12	Melamine Polish	Asian Paints/Berger/ICI

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.
2. For category of materials not mentioned above approved list, contractor shall use reputed and BIS certified brands. Before using prior approval for the brands for such materials shall be obtained from OIC/EIC, BEML
3. 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.

5. APPENDIX A: LIST OF TESTING LABORATORIES

- i) NSS College of Engineering-Palakkad,
- ii) PSG College of Technology-Coimbatore or
- iii) any other nearby NABL Accredited Labs with intimation to BEML.

6. APPENDIX C: 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.,

Before start of work a work, permit has to be obtained by the firm which will be valid for one day.

The firm should inspect the work area before starting execution, prepare a risk assessment and get approved by Safety Engg. Department.

The workmen engaged by the firm shall be medically fit, they should undergo Vertigo test 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 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 of 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. Net & Protective Platform:

The Contractor shall provide & maintain closely knitted PVC net all-round tall buildings throughout the construction period. He shall also provide all-round from external face about 1.5 M+ wide temporary platforms at every 6-7th floor covered with welded steel mesh. This shall be maintained & updated throughout the construction period to avoid any accident due to dropping of construction materials/debris. This shall be strictly followed and work shall be permitted only when complied with satisfaction of the Engineer. If the above are not fully taken care of the Engineer reserves the right to get the same carried out through other agency at the risk and cost of the Contractor.

X. Prevention of Fire and Protection:

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.

XI. 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.

XII. Protective equipment / gears:

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.

- Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.
- Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welder's protective eye.
- 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.

XIII. 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.

XIV. First Aid and Industrial Injuries:

- a. 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 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.
- b. 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.
- c. All critical industrial injuries shall be reported promptly to the EIC and a copy of Contractor's report covering each personnel injury requiring the attention of a physician shall be furnished to BEML

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Work permits:

Contractor shall follow work permits system for all kind of Construction work as per safety standards requirement before commencement of the work every day.

The records of work permit issued and closed on day-to-day basis is subjected to audit by BEML safety department.

The contractor shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

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

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

NIT ACCEPTENCE LETTER

To:

The General Manager –Materials Management,
BEML LTD, Palakkad Complex
Kinfra Wise Park, Menon Para Road, Kanjikode
Palakkad, Kerala – 678621

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: _____

Form 3(A)

UNDERTAKING

(to be given on the Firm's Company letter head)

- a. 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 at the time of bidding.
- b. 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 these reasons. (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. 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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

CONTRACT AGREEMENT FORMAT

PURCHASE ORDER NO: xxxxxxxx/xx dated xx/xx/xxxx

CONTRACT FOR: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

THIS AGREEMENT is made and executed on this xxxxxxxx

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 general manager (Materials) at BEML LTD, Palakkad Complex, Kinfra Wise Park, Menon Para Road, Kanjikode, Palakkad, Kerala – 678621 represented by _____, (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.XXXX a XXXXXXXX Firm registered under GST No: xxxxxxxxxx having its Registered Office at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. represented by Shri. xxxxxxxxx (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’.

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 partnership firm takes up XXXXXXXXXXXXXXXXXXXX works having its Registered Office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

WHEREAS BEML, floated tender Ref: xxxxxxxxxx dated xx/xx/xxxx (Hereinafter referred to as the Tender) for -----, (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 Purchase Order No: ~~XXXXXXX~~ xx/xx/xxxx (hereinafter the Purchase Order) to the Contractor.

WHEREAS the Contractor has duly accepted the Purchase Order and agreed to execute the Work strictly in accordance with the purchase order and on the terms and conditions herein for a total sum of Rs. xxxxxx/- (Rupees xxxxxxxxxxxxxxxxxxxxxxx only) exclusive of all Taxes, cess and duties 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 in the Tender Document.

CONTRACT PERIOD:

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

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 Purchase Order, then the Contractor shall become liable for payment of compensation/penalty for delay in completion of work, in accordance with Clause XXX of “General Conditions Of Contract” of the Tender Document 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 Clauses XXXXXXXX of “General Conditions Of Contract” 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 XX of “General Conditions Of Contract” of the Tender document by way of Performance Bank guarantee. 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 non-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 there under 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.

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.

The successful contractor hereby unconditionally undertake to comply with the following;

- (a). The contractor shall take care of all compliances mentioned at sl no:(a) to (e)
- (b). The contractor shall make available documents/records for inspections/refund of taxes to the company (with proper acknowledgement)
- (c). Any loss/claim due to non-compliance of BEML rules and regulations as far as receipt of materials/loss of duty free materials/movement of materials/noncompliance of intimations and permissions of Authorized officer will be borne by the contractor.
- (d). The contractor undertakes to indemnify the company for any losses caused/to be caused to the company due to the noncompliance/violation of any of the above by the company/contractor.

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.

RISK PURCHASE CLAUSE:

If the contractor fails to Execute the Work as per Tender Document, Purchase 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-fulfilment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Purchase 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-fulfilment 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 more specifically stipulated in clause XX (Contractor's liability and insurance) of 'Revised Special Conditions' of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document 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 Purchase Order dated XXXXXX shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:

- (a) This Agreement;
- (b) Purchase Order; and
- (c) Tender document.

TERMINATION:

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

Failure of the contractor to commence the work within a stipulated period.

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 15 Days' 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.

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 Palakkad alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English.

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:

BEML : XXXXXXXXXXXXXXXXXXXX,

Contractor : M/s. xxxxxx

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

Bid Ref No:

Special Conditions arising out of implementation of GST

(Which is to be signed and submitted along with the offer)

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / withheld on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits are passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All

necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and **wherever the law requires, an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by dispatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

for
M/s.....

Technical Response by Bidders to Tender Ref No.

SL No	Description	Supporting documents to be uploaded along with bid / Remarks	Compliance Yes / No
1	Activity: Design, Plan Approvals from local authorities, Cleaning of Land, Construction of Store Hangar with office & EOT Cranes with all associated works on EPC Mode (Design and Build basis) at BEML Ltd, Palakkad complex as per the specifications indicated in the tender.		
2	The work shall be executed on EPC Mode (Design & Build) which includes soil testing, structural design & drawings, construction & commissioning of Hangar/ Buildings & structures for required related services and liaisoning work to facilitate BEML for getting all local body clearances viz., obtaining commencement certificate, completion/occupancy certificate in accordance with the approved layout plan and architectural/structural drawings.		
3	Firm's details on Company Letter Head	To be uploaded along with bid as specified in the tender	
4	Experience of the Bidder: Experience of having successfully completed similar Design & Build projects in during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following: (Note: Experience of construction in non-SEZ area will not be considered during technical evaluation of the bid)		
(i)	Three similar completed works costing not less than the amount equal to Rs. 10 Cr/- OR	Contract copies and work completion certificate attested by contracting agency	

(ii)	Two similar completed works costing not less than the amount equal to Rs. 12.5 Cr/- OR	such as Government/Public Sector Undertakings/Large Private Organizations	
(iii)	One similar completed work costing not less than the amount equal to Rs. 20 Cr/-)		

SL No	Description	Supporting documents to be uploaded along with bid / Remarks	Compliance Yes / No
5	Earnest Money Deposit (EMD): EMD amount of Rs. 0.5 Cr /-	EMD can be paid online or can be submitted in the form of RTGS/Demand Draft/ Banker's Cheque/Bank guarantee along with the bid. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate issued by competent authority.	
6	The bidders are required to mention and submit copies of the following:		
(a)	Quote your PAN/GIR No. (shall be scanned and uploaded along with the technical bid)	Registration Certificate of PAN/PAN Card/GIR issued by the IT Authorities	
(b)	Quote your ESI No. (shall be scanned and uploaded along with the technical bid)	Registration Certificate issued by the ESI Authorities	
(c)	Quote your PF No. (shall be scanned and uploaded along with the technical bid)	Registration Certificate issued by the PF Authorities	
(d)	Quote your GST No. (shall be scanned and uploaded along with the technical bid)	Registration Certificate issued by the GST Authorities	
7	Firm agrees to participate for the complete "Scope of Work" indicated in the tender. (Note: Partial scope of work or subletting, is not acceptable and the offer will be technically rejected)		
8	Agreement to all the General terms & conditions of the tender		

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

INTEGRITY PACT

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

.....
.....

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 it 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.
 - 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"
 - 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

- (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 Transgressions

- (1) Bidders to disclose any transgression with any other public / government organization 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 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 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.

Appendix VII

(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 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 – VIII**COMPLIANCE REPORT OF GENERAL CONDITIONS OF CONTRACT
(GCC)**

(To be submitted along with Technical Bid)

Bid Invitation No :

Firm :

Item details :

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
1.	DEFINITIONS & CONDITIONS OF CONTRACT			
2.	SECURITY DEPOSIT			
3.	LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS			
4.	EXTENSION OF TIME			
5.	MEASUREMENT BOOK(MB)			
6.	RAR (RUNNING ACCOUNT REMITTANCE) BILLS PAYMENT			
7.	COMPLETION CERTIFICATE AND COMPLETION PLANS			
8.	PAYMENT OF FINAL BILL			
9.	MATERIALS TO BE PROVIDED BY THE CONTRACTOR			
10.	WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.			
11.	DEVIATIONS/ VARIATIONS EXTENT			

12.	FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK			
13.	CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR			
14.	ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS			
15.	CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD			
16.	LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR			
17.	MINIMUM WAGES ACT TO BE COMPLIED WITH			
18.	DISPUTE RESOLUTION AND JURISDICTION			
19.	ARBITRATION			
20.	WATER FOR WORKS			
21.	ELECTRICITY FOR WORKS			
22.	LEVY/TAXES PAYABLE BY CONTRACTOR			
23.	TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR			
24.	RISK PURCHASE CLAUSE and FORCE MAJEURE CLAUSE			
25.	QUOTED RATE TO REMAIN FIRM THROUGHOUT THE CONTRACT			
26.	UNDERSTANDING OF SITE CONDITION			
27.	CONTRACTOR'S LIABILITY AND INSURANCE			
28.	INDEMNIFICATION			
29.	CAR POLICY			
30.	PROGRESS REVIEW MEETINGS			

31.	APPROVAL OF WORKS BY STAGES			
32.	SITE RELATED			
33.	BRIBES AND GIFTS			

Authorized signatory with company seal / stamp

APPENDIX – IX

Bid Ref:

Bid Security Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, M/s _____ {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI)/ PO/Contract, then we will be blacklisted for participation in the tendering process for the works of M/s BEML Limited and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

APPENDIX – X

CONTACT DETAILS OF THE SUPPLIER

(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 :

(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 – XI

FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder Letter Head)

To,

The General Manager –Materials Management,

BEML LTD, Palakkad Complex

Kinfra Wise Park, Menon Para Road, Kanjikode

Palakkad, Kerala – 678621

Subject: Undertaking of the Site Visit for “Construction of Industrial Stores Hangar with office, EOT Cranes and all associated works in EPC Mode (Design and Build basis) at BEML Ltd, Palakkad complex”.

Sir,

I/we hereby certify that I/we have examined & inspected the site & it's surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the Building and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project as per BOQ.

Yours faithfully,

Date:

Place:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

SOLVENCY CERTIFICATE

REF NO.....

DATE:

To,

The General Manager –Materials Management,
BEML LTD, Palakkad Complex
Kinfra Wise Park, Menon Para Road, Kanjikode
Palakkad, Kerala – 678621

Subject: Submission of Bids for the work “**Construction of Industrial Stores Hangar with office, EOT Cranes and all associated works in EPC Mode (Design and Build basis) at BEML Ltd, Palakkad complex**”.

This is to certify that to the best of our knowledge and information, M/s. _____ (Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs _____ (Rupees _____). M/s _____ have been our customer since to date and has been granted the following limits, at present, against various facilities granted by the Bank:

.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

RESUMÉ OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present Employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / Personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

GUARANTEE BONDS

(All are to be executed on Rs. 100/- non-judicial stamp paper and duly notarized)

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF STRUCTURAL WORK.

The agreement made this..... day of Two Thousand.....between.....S/o..... (hereinafter called the GUARANTOR on the one part) and the BEML LIMITED (hereinafter called the BEML on the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR ON THE ONE PART AND the BEML on the other part whereby the contractor inter alia undertook to render the building and structures in the said contract completely structurally defect proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally defect proof, for Ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will render the structures completely defect proof and the minimum life of such defect liability shall be Ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found render the building structurally proof to the satisfaction of the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the BEML by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the rectification of defect or commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary

agreement. As to the amount of loss and/or damage and or cost incurred by the BEML, the decision of the Engineer-in-Charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligatorand by for and on behalf of the BEML LIMITED on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of: -

1. 2.

SIGNED FOR AND BEHALF OF THE BEML LIMITED BYin the presence of: -

1. 2.

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. /-)
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 General Manager –Materials Management,
BEML LTD, Palakkad Complex
Palakkad, Kerala – 678621

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 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 where of 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.

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.....

APPENDIX – XVICompliance to Bill of Quantity (BOQ)COMMERCIAL BID FORMATBILL OF QUANTITIES

Sub: Construction of Industrial Store Hangar with office, EOT Crane and all associated works in EPC Mode (Design and Build basis) at BEML Ltd, Palakkad complex, BEML Ltd.

Sl No.	Description	Unit	Quoted Price
1	<p>Preparation of Architectural, Structural Designs/ Drawings as per scope of work and requirement, proof check of design & drawings by IIT/NITs, Site development work like site clearance, Cutting, dressing/ leveling and filling of Land, Statutory / Local Body Approval as mentioned in the Tender Document/Scope of work, Soil investigation and Construction of PEB Store Hangar with Office & all associated works complete as per BEML requirements in line with the layout enclosed and scope of work, on EPC mode including all necessary service drawings etc. and scope of work defined in this tender documents along with all corrigendum with respect to this tender published time to time, if any.</p> <p><u>Construction of the following:</u></p> <p>Construction of PEB Store Hangar with office facility and Surrounding roads & Hardstand areas as per below.</p> <ul style="list-style-type: none"> • Stores Hangar shall be designed as PEB building with 2 Equal Bays of 20M width suitable for installing EOT cranes and with heavy duty Concrete flooring. • Hangar shall be made out of rolled structural steel fabrication with RCC foundation pedestals & columns as per the approved design with block work superstructure masonry all-round the building upto 4 Mtrs height. • Work includes SITC of 2 Nos. of 15T EOT crane, One No of 1 Ton Material lift and One No of 2 Ton Material lift. • Hangar shall consist of RCC Office building on front side with following facilities as per indicative drawings. <p>1. Ground floor with RCC Ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head</p>	1 JOB	

	<p>Room, Record room, Panel room etc. Toilets and Drivers waiting Room as per Indicative Drawings (attached).</p> <p>2. First floor with RCC ceiling consists of Office with modular work station of seating capacity 10 to 12 Nos, Dept Head Room, Record room, Discussion room, etc, Locker room and complete as per Indicative Drawings (attached).</p> <p>3. Second floor comprising of Storage area with staircase and Material lift access from stores , as per Indicative Drawings (attached).</p> <ul style="list-style-type: none"> • Mezzanine floor on the side of Bay 2 for storage materials & Inspection Room with partition & furniture as per Indicative Drawings (attached). <p>All connected works like internal & external electrification, firefighting, fire alarm & PA system, surrounding roads with hard stand RCC Concrete floor with storm water drain connecting to River, all around plinth protections, sewage lines, raw water and drinking water line, LAN, CCTV and telecommunication network, Air conditioning, lighting etc complete as specified in scope of work. And all associated & connected works mentioned in the Scope of work and Tender Document including demolishing of any existing old building/ structures, complete project. liasoning work etc. in ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) basis.</p>		
Sum total (T) of Sl. No. (01)			
This Grand Total Amount (Excluding applicable GST) has to be quoted in SRM portal			
L-1 will be decided on highest rating arrived based on QCBS Evaluation process			
	Total Basic price		
	Applicable GST in %		
	Total price inclusive of all Taxes & Duties		
	Amount in words		

FORMAT OF BID GUARANTEE FORM

Ref:

To,
BEML LIMITED
Palakkad Complex
Kanjikode
Palakkad- 678621

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)

- 1) the withdrawal or revision of the 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: Up to _____

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.)

.....

(Bank's common Seal)

Official

Official address:

Contact Phone No.:

Contact Mail Id:

Attorney as per power of Attorney

No

Date:

CHECK LIST ON PREPARATION OF BIDS

Ref. No.	Particulars	Yes / No
1	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
2	Have you submitted the EMD / Copy of DD at the address mentioned and uploaded the scanned copy?	
3	Integrity Pact	
4	Have you uploaded the following documents which are to be uploaded with signatures & seal? a) 2021-22 Profit & Loss Statement b) 2022-23 Profit & Loss Statement c) 2023-24 Profit & Loss Statement	
5	Solvency Certificate	
6	Work Completion Certificates and TDS certificate.	
7	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
8	Have you attached the proof of authorization / Power of Attorney to sign on behalf of the bidder in the Technical Bid?	
9	Copy of certificate of Registration for PAN card, GST No., CIN registration & etc.,	
10	Have you uploaded the following documents which are to be uploaded with signatures & seal? 1) Compliance for scope of work 2) Compliance to BOQ 3) Compliance to GCC 4) Compliance to NIT acceptance letter 5) Compliance to Under taking by Bidder	
FINANCIAL BID		

11.	Has your financial Bid proposal been duly filled and uploaded?	
-----	--	--