



BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
BANGALORE COMPLEX, POST BOX : 7501, NEW THIPPASANDRA POST,  
BANGALORE-560075

TENDER DOCUMENT

TENDER NO: 6300038775

Dt: 28.03.2024

Subject: Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore.

Tender Notice No	6300038775 Date: 28.03.2024
Approx. Estimated Value (inclusive of GST)	Rs. 11,40,000/-
EMD	Rs. 22,800/-
Completion Period	01 Year (12 Months)
Due Date & Time for Submission of Tenders	12.04.2024 at 14.00 Hrs
Date & Time of Opening of Technical Bid	12.04.2024 at 14.30 Hrs
Pre bid Meet	04.04.2024 at 10.30 Hrs

2. INDEX

Sl. No.	Description	Page Nos.
1	Tender Document	1
2	Index	2
3	NOTICE INVITING TENDER (NIT)	3-5
4	E-TENDER NOTICE	6-11
5	SUBMISSION OF BIDS IN SRM PORTAL	12-14
6	INSTRUCTIONS TO TENDERERS	15-20
7	GENERAL CONDITIONS OF CONTRACT (GCC)	21-47
8	SPECIAL CONDITIONS OF CONTRACT (SCC)	48-63
9	APPENDICES	64
10	Appendix A: Integrity Pact agreement Appendix A1: Integrity Pact agreement - Guidelines for Domestic agents of foreign supplier	65-70
11	Appendix B: CONTRACT AGREEMENT	71-76
12	Appendix C: FORMAT FOR PERFORMANCE BANK GUARANTEE	77-78
13	Appendix D: Compliance report of General conditions of contract	79-80
14	Appendix E: Contact Details of Supplier	81
15	Appendix F: NIT ACCEPTENCE LETTER	82
16	APPENDIX G: UNDERTAKING	83
17	ANNEXURES	84
18	Annexure – I: Compliance for the BOQ	85-87
19	Annexure – II: SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT	88-91
20	Annexure – III: Commercial Bid format	Attached

## NOTICE INVITING TENDER (NIT)

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment. BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

The objective of this proposal is to solicit competitive offers for "Interior Design Consultancy services for "Providing detailed design, drawings, estimation with detailed specification for Establishment of Technology Development Centre (TDC) at Bengaluru Complex, BEML Limited, Bangalore."

### 1) The Tender Document

#### 1.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) / E-Tender Notice appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

#### 1.2 Availability of the Tender Document

The Tender Document shall be published on the BEML e-Portal (i.e <http://www.bemlindia.in/eprocurement/demo.php>). It shall be available for download after the date and time of the start of availability (Date of Tender authorization) till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e Procurement portal may be addressed to the Help Desk (contact details given in TIS / E-Tender Notice).

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

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

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

#### 1.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS/ E-Tender Notice, provided the questions are raised before the clarification end date mentioned in TIS / E-Tender Notice (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

## 2) Eligibility Criteria:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria. Bidder should meet the following eligibility criteria as detailed in the E-Tender Notice.

Bidder shall be required to declare fulfilment of Eligibility Criteria.

Bidder:

### 2.1 Must be:

- a. a natural person, private entity, public entity (State-owned enterprise or institution),
- b. a provider of the work offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, etc.,

### 2.2 Must:

- a. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- b. Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract:
  - i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes;
  - ii. Not be convicted (within Five years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
    - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
    - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  - iii. Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
  - iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity)
    - Of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling- off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling- off period from their erstwhile organization.
    - of the near relations of executives of BEML involved in this Tender Process
- 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.

### 2.3 Must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.

- 2.4 Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

### 3) Pre-Bid Meeting:

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

The bidder or his authorized representative with the authorization letter of the firm is invited to attend the PRE-BID MEETING which will take place at BEML Ltd., Bangalore Complex, New Thippasandra, Bangalore on date & time as stated in the Tender.

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

Pre-bid Meeting is planned as mentioned SRM portal at BEML Ltd. Bangalore Complex

### 4) Submission of Bids:

- a. Bids must be uploaded till the last date/extended date for submission mentioned in Tender Notice/amendment.
- b. Unless otherwise specified, in TIS/ E-Tender Notice, originals (or self- attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted if requested.
- c. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause). Bidder must comply with the conditions of the e Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- d. Integrity Pact: If so indicated, in the TIS / E-Tender Notice, all Bidders shall have to sign the Integrity Pact with the BEML as per 'Format: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected. (Integrity Pact is applicable if the estimated value is more than Rs. 1.00 Crore) Integrity pact have to be uploaded in the technical BID.

### 5) Bid Opening

Bids received shall be opened online at the specified date and time given in TIS/ E Tender Notice. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day.

### 6) Disclaimers and Rights of Procuring Entity

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

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

Note: For further details, please refer to appended TIS / E-Tender Notice and the complete Tender Document.

## E-TENDER NOTICE

Sub: Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore

Online E-tenders are invited in Two-Bid System for Civil works in E-mode and Tender documents are available on BEML Website [www.bemlindia.co.in](http://www.bemlindia.co.in) under link Tenders, E-Procurement portal. Interested agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of Eligibility & qualification criteria, Terms and conditions and price bids. It is requested to download the Tender on acceptance of terms & conditions. The technical bids and price bids duly filled may be uploaded on E-Portal of BEML using Digital Signature before the last/extended date & time for submission as mentioned in the tender notice.

This is an ELECTRONIC MODE of Tendering, any manual or mechanical errors committed before uploading or during the process of uploading the Document shall bound to be duly accepted by the Tenderer. The Tenderer shall not have claim whatsoever in this regard.

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

A. Qualification Criteria: Bidders has to upload all supporting documents duly self-attested with seal along with the Tender for the following criteria failing which offer is liable for rejection. After price bid evaluation, the L1 bidder has to submit the original documents for verification on request of BEML.

1. Annual Turn Over: Average annual turnover during the last 3 years, ending March 31.03.2023, should be at least 30% of the approximate estimated amount put to tender. Profit & loss statement duly certified by chartered accountant with UDIN shall be considered for evaluation of turnover for the respective financial Year.
2. Solvency: For tender value more than Rs.10.0 Crore, the solvency required will be 40% of the approximate estimated amount put to tender. The solvency certificate shall be procured from a nationalized or scheduled bank and issued within a period of 12 months from the final date of submission of the tender
3. Experience: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice.
  - Or
  - b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice.
  - Or
  - c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.

Note:

- I. The work shall be completed as a whole. Partial value / completion shall not be considered.
  - II. In case of experience certificate obtained from organizations other than Government, the same shall be supported with TDS certificate for confirmation purpose, by the contractor. Work experience as sub-contractor is not acceptable.
  - III. The meaning of "Similar work" for the purpose of tender is defined in work details table.
  - IV. Work experience completed under JV / as a sub-contract shall not be considered for evaluation of experience criteria.
4. In case of Tender invited work is combined with Civil and Electrical, the Agency shall have either of the following:
- The agency themselves should have a valid Electrical contractor license of appropriate voltage issued by any state Govt. Under clause 45 of Indian Electricity Rules 1956 or as amended from time to time.
- OR
- Should engage an Electrical Contractor for execution of Electrical Works, who has the above-mentioned License and requisite experience. In such cases, the main agency shall give an Undertaking in the Technical Bid that he would engage an Electrical Contractor who possesses a valid Electrical contractor license of appropriate voltage issued by any state Govt. Under clause 45 of Indian Electricity Rules 1956 or as amended from time to time.
5. The Agency has to comply with the provisions of ESI & PF act. The Agency shall be required to indemnify BEML for any liabilities arising on account of ESI & PF act as per the proforma in the tender document.
  6. Registration certificate for GST No.

B. Documents to be uploaded along with Tender:

- (i) Constitution, legal status and power of attorney in case of pvt. limited/limited companies.
- (ii) Copy of PAN card issued by income tax authority.
- (iii) Details of ECS viz., Name of Bank, MICR No, Branch, Account No. where payments are to be credited.

C. Submission of EMD:

EMD: Earnest Money Deposit as specified against each work to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favour of "BEML Limited" payable at Bangalore, from a Nationalized Bank / Scheduled Bank, Deposit through any other form will not be accepted. The scanned image of earnest money deposit to be uploaded online along with the tenders and original one to be submitted to the address mentioned below so as to reach Latest by 14.00 Hrs on the last date of submission superscribing the tender No & work description on envelope.

EMD also can made through on-line e-payments or submission of EMD waiver certificate like MSE certificate.

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

i. Online Payment of EMD amount can be made as mentioned below:

- Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
- Read the Disclaimer Clause and click on “check box” to proceed for payment against EMD and Click “Proceed”.
- In ‘Select State’ dropdown Option, Select “All India”
- In ‘Type of Corporate / Institution, select “PSU-Public Sector undertaking” and Click on the “Go” button.
- In PSU-Public Sector undertaking- Name dropdown, select “BEML Limited Bangalore Complex” and Click “Submit” Button.
- In ‘Select Payment Category’, dropdown option, select “EMD Tender Fee BEML Bangalore complex”
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

ii. Bidder may do the NEFT payment to the following bank details

Account Number: 00000010918220589

Name: BHARAT EARTH MOVERS LIMITED

BRANCH: HAL (01114)

IFSC CODE: SBIN0001114

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

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

Note: The Bidders who have not uploaded Pre-Bid qualification documents “EMD (Online / EMD Exemption Certificate) & integrity pact before closing date & time of the tender will be liable for 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 mentioned in tender will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.



- f) EMD does not carry any interest on return.
- g) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy-2012" vide Gazette Notification dated 26.03.2012 based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

#### 5.1 Forfeiture of Earnest Money Deposit (EMD):

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- e) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and en-cashing of Performance Bank Guarantee.

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

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

The Senior Manager (Tender section)  
BEML LIMITED.,  
Bangalore Complex  
New Thippasandra Post  
Bangalore – 560 075  
Karnataka, India

Note: The purchaser's name in EMD DD should be in the name of Bidder only. EMD to reach the above address before 14.00 Hrs on the last/extended date of submission for tender document as mentioned in tender notice failing which tender will not be opened and any postal delay or any other reasons what so ever maybe will not be considered.

- D. Submission of Integrity pact: All Bidders shall have to sign the Integrity Pact with the BEML as per 'Format: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected. (Integrity Pact is applicable if the Estimated value is more than Rs. 1.00 Crore) Integrity pact have to be uploaded in the technical BID.

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

The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address. The

agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.

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

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

The Central Vigilance Commission (CVC) has appointed Shri Kasividyasagar & Shri Lt. Gen. Abhay Krishna as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM is as below:-

Shri Kasividyasagar, IAS (Retd.)  
House no. 55,  
Dream valley gated community,  
Manikonda, Hyderabad – 500089.  
Mobile no. +91 9771407778  
Email : [kasividyasagar@gmail.com](mailto:kasividyasagar@gmail.com)

Shri Lt. Gen. Abhay Krishna , (Retd.)  
4A-902, Gurjinder Vihar,  
AWHO Township, Sector CHI-1  
Greater Noida, UP - 201310  
Mobile no: +91 9871234353  
Email: [abhayabk@gmail.com](mailto:abhayabk@gmail.com)

#### E. General Terms:

1. Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and / or have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.
2. Tender Documents duly filled & uploaded within the last date of submission as mentioned in the tender notice. The last date for receipt of Tender will not be extended & if any extension, it will be at BEML discretion & the date is declared a holiday for BEML, in which case the next working day will be treated as the last date of receipt of Tender document.
3. This advertisement can also be seen in BEML Website [www.bemlindia.co.in](http://www.bemlindia.co.in), under Tenders, Tenders and this tender notice forms part of the tender document.

#### F. CLARIFICATION ON TECHNICAL BID EVALUATION.

1. During evaluation and comparison of bids, BEML may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/speed post/email, within the specified date. If the tenderer does not comply

or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

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

Note:

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

BEML LIMITED

## SUBMISSION OF BIDS IN SRM PORTAL

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

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

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

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

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

Ref. No.	Particulars	Details to be uploaded by Contractor/Firm
1	Bidder has to upload the compliance of Bill of Quantity (BOQ) As indicated in Annexure - I	Upload compliance for BOQ as per Annexure - I
2	<p>Experience of having successfully completed similar Civil works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:</p> <p>a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice.</p> <p style="text-align: center;">Or</p> <p>b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice.</p> <p style="text-align: center;">Or</p> <p>c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.</p> <p>Note: In case of experience certificate obtained from other than Government organizations/Public Sectors, the same shall be supported with TDS certificate by the contractor.</p>	Documentary proof i.e, Purchase order / Work order and completion certificates. Clearly indicating the value of the order, shall be uploaded in the c- folder.
3	Average annual turnover during the last 3 years, ending March 31.03.2023, should be at least 30% of the approximate estimated amount put to tender. Profit & loss statement duly certified by chartered accountant with UDIN shall be considered for evaluation of turnover for the respective financial Year.	Audited copies of Profit & Loss account balance sheet for previous three financial years or CA Report shall be uploaded in the c- folder.

4	Solvency certificate: The solvency required will be 40% of the approximate estimated amount put to tender.	The solvency certificate shall be procured from a nationalized or scheduled bank and issued within a period of 12 months from the final date of submission of the tender
5	NIT Acceptance letter has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	NIT Acceptance letter document as per the Appendix – H shall be uploaded in the c- folder
6	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Appendix –I to be uploaded
7	Copies of ESI / PF or workmen compensation policy	Scan & upload the ESI/PF or Compensation policy documents as a proof in c- folder.
8	Brief Details about the Firm	Upload filled-in format as per Appendix - F in c- folder
9	The bidder / Contractor must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate iii. Details of Constitution or Legal Status such as certificate of incorporation, shops and establishments, Contractor registration No etc.,	Upload scanned copies

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (3) Please ensure that no price details are mentioned in the technical bid. Offers with price details in Technical Bid will not be considered & liable for rejection.
- (4) Technical bid will be considered subject to receipt of EMD or EMD Exemption certificate.
- (5) Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

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

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

- a) Price details sent through Manual Mode/Fax/E-mail will lead to rejection of the Bid.

- b) The Contractor is required to write rate in figures as well as in words. In case of any discrepancy between the two, those written in words shall take precedence.
- c) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Contractor shall be regarded as firm and the extension shall be amended on the basis of the unit rate.
- d) Price bid of only technically accepted offers will be opened subsequently.

BEMAL LIMITED

## INSTRUCTIONS TO TENDERERS

1. Bid Validity: The tender shall be valid for 120 days from the last date of submission of the tender. In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day. In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
2. BEML Limited shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
3. Late tenders and conditional tenders are liable to be rejected. The Company does not bind itself to accept the lowest or any tender or give any reasons for not doing so.
4. The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers are expected to clarify only such points as asked for specifically by the Purchasing Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the tenderer shall be liable for damages to the Company in consequence thereof. He shall, in addition, forfeit to the Company the EMD.
5. Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
6. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
7. The following requirements shall be strictly complied with
  - a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents to be uploaded online.
  - b) The drawing should be returned along with the tender documents if any.
  - c) Tenderers shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.
8. The submission of a tender by a tenderer implies that he has read all the terms and condition of tender and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.
9. This instruction shall be deemed to form an integral part of the contract to be entered for this work.
10. Should a tenderer find discrepancies of omissions in the drawings or any of the tender documents or should be in doubt as to their meanings he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

11. Where the tender called for, covers only the building work proposed and excludes internal services such as sanitary and water supply installations, electrification etc., as required for the other works, the tenderer have to phase his work to ensure smooth progress of the work of other agencies as directed by the Engineer-in-Charge.
12. The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer in- Charge after acceptance of work.
13. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the tenderer like non-issue of tenders etc., as deemed fit by the Accepting Officer.
14. The tenderer shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.
15. In the event of a tender being submitted by a Partnership Firm, it is necessary to upload the Partnership Deed along with name of the authorized signatory to deal on this contract through a Power of Attorney by the other partners. The copy of the power of attorney along with the tender shall be uploaded.
16. All concrete shall generally conform to I.S. 456. Any concrete that does not conform to required strength shall be redone at the cost of contractors. Concrete cubes will be prepared by the contractors and same to be tested as per code of practice at the cost of contractor as directed by Engineer- In-Charge.
17. Plank/Steel shuttering shall only be used as ordered by the Engineer-in-charge. The concrete shall be consolidated by Mechanical Vibrator, as directed by Engineer-incharge.
18. Bailing out of rain water, if required during excavation, shall be the responsibility of the contractor and no extra payment shall be allowed for bailing out of sub soil water.
19. Works shall be executed with the materials of Indian standards specifications of approved quality and manufacture and best workmanship.
20. The Agency should give undertaking that they have not been blacklisted debarred from quoting by any Govt./PSU organizations in the last Five years from the date of Tender Notice.
21. Manufactured Sand can be used in Civil Works including plastering works and subjected to every load should accompany with a NABL Test Report/trip shall be accompanied with MTC.
22. After price bid evaluation, the lowest tender has to submit the original documents for verification and for award of work if requested by BEML. If the document submitted is found fake PEMD/EMD shall be forfeited and agency is liable for rejection and debarring minimum two years from quoting to BEML.
23. In case of any increase in new taxes or introduction of new taxes by enactment of law by the State or Central Govt after the submission of the tender or during the tenure of contract, such increase in tax will be reimbursed to the extent applicable to that contract on production of proof of remittance.
24. The Contractor may use Ready Mixed Concrete (R.M.C) without claiming for any extra cost subjected to satisfying the following conditions. The agency which supplies R.M.C to be got approved by BEML. The R.M.C shall comply with the requirements of approved design mix and the quality plan for the same shall include the Supplier's certificate along with inspection of materials in the bins at the site of mixing by BEML at the cost of Contractor.



25. Works comprising of concreting work exceeding 6 cum per day involving casting of flooring, roofing, columns Retaining wall and other RCC members may compulsorily be undertaken with ready mix concrete or as directed by Engineer-in-Charge.
26. Technically accepted and valid lowest offer [L1] including GST, all tax and duties is considered as successful bidder at the time of Commercial Bid Evaluation.
27. Procuring Entity - Rights and Disclaimers

a) The Procuring Entity

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

b) Right to Intellectual Property and confidentiality:

- I. The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- II. However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- III. This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- IV. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - a. now or hereafter is or enters the public domain through no fault of Bidder;
  - b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;
  - c. Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- V. The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

c) Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

d) Regarding Documents/ guidelines

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

e) Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other

form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

f) Regarding Tender Document:

- I. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- II. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

g) Facilities to be Provided by the Procuring Entity

- I. Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.
  - II. Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Services.
  - III. If so, stipulated in the Tender Document, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for us during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.
28. Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
29. Corrigenda/ Addenda to Tender Document

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

modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

### 30. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/Help Desk as mentioned in TIS/E-Tender Notice, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum.

### 31. Preparation of Bids

#### a) The bid

##### I. Language of the bid

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

##### II. Acquaintance with Local Conditions and Factors

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

##### III. Cost of Bidding

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

##### IV. Interpretation of Provisions of the Tender Document

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

##### V. Alternate Bids not allowed.

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

### 32. General:

- i. BEML reserves right to reject the tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- ii. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- iii. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders, they are not eligible to participate in this tender.
- iv. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- v. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
- vi. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- vii. The Tender / Notice Inviting Tender is not an offer or a contract.
- viii. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.
- ix. BEML's decision is final for Evaluation of the offers.
- x. Refer BEML Purchase Manual (can be accessed in BEML website [www.bemlindia.in](http://www.bemlindia.in)) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. 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 Tenderers.
- 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:

- i. Mutually agreed amendment/s executed by Parties.
- ii. Final Deviation Order signed by BEML & the Contractor
- iii. Acceptance Letter by the Accepting Officer and Site handing over letter (work order) by Officer-in-Charge.
- iv. Any written clarifications issued by OIC/EIC after submission of tender.
- v. Any Clarifications/Amendments/Addendum issued before submission of tender.
- vi. Notice inviting Tender (NIT)/ Invitation to Bid (ITB)
- vii. Instructions to Tenderers.
- viii. Contract Agreement.
- ix. Price Bid / BOQ.

- x. Technical Specifications & Particulars of specifications.
- xi. Tender Drawings.
- xii. Special Conditions of Contract.
- xiii. 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 Karnataka, 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 tenderer shall be required to furnish security deposit for the fulfilment of contract and the amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.
- b) The contractor shall choose any one of the following options for payment of security deposit in writing as under:
  - i. The contractor shall within 30 days of acceptance of the contract deposit, the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.
  - ii. Security Deposit amount shall be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.
  - iii. Performance bank guarantee shall be submitted within 30 days of acceptance of the contract and Bank guarantee drawn on any of the commercial bank made as format enclosed in the NIT and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).
- 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 performance guarantee/Security Deposit:

- a) BEML shall have full rights whatsoever to en-cash 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.
- b) 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.
  - ii. 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:

- a) The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e, 50% shall be refunded to the contractor on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.
- b) The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor.

If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the contractor can give a fresh Bank Guarantee for 50% of the total security value for a period required by BEML and the original Bank Guarantee shall be returned thereafter on written demand from the contractor and shall be released subject to rectifying all defects noticed during the defect liability period indicated by BEML.

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

### 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', 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 5<sup>th</sup> 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.

Note: 5.1(b)(i), (ii) & (iii) are not mandatory for value of Works less than Rs. 200 Lakhs/ AMC Works/ Service Works/ Repair Works.

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 tradesmen 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 of 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 mile stone. 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 measurement recorded in the measurement book.
- xii. The measurement book is the basis of all accounts of quantities of Work done by Contractor. It should be so written that the transactions are readily traceable.
- 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.
- xiv. 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 defects liability period.

#### 6. RAR (RUNNING ACCOUNT REMITTANCE) BILLS PAYMENT

- i. RAR bills can be processed as and when Contractor submits the bill and subject to maximum of two bills in a month. Contractor shall claim RAR Bill indicating the quantities of Work done/executed and rates adopted. The quantities billed shall be as per the joint measurement taken at site along with the representative of OIC/EIC duly certified from OIC/EIC. Following documents shall be submitted by the Contractor along with each RAR Bill:
  - a. Delivery challan /Private property form (PP form) for the materials incorporated in the Work for which bill is submitted for payment.
  - b. Purchase cash memo / Proforma Invoice as applicable for major items incorporated in the Work.
  - c. Wage certificate for proper payment to the labourers as per labour laws.
  - d. Compliance of statutory payments as per law for the labours/ Workers engaged such as ESI, PF remittance challans etc.
  - e. Test certificates for various materials wherever required as decided by EIC.
  - f. 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.
  - g. The Theoretical consumption of cement, re-conciliation statement of reinforcement and Structural Steel statements, RMC statement must be enclosed along with each bill for civil Works.

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, 75% of the RAR Bill value shall be released within Ten(10) working days after technical scrutiny which shall involve consideration of:
  - 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.

The balance 25% of the RAR Bill value shall be released after detailed scrutiny by BEML within Twenty-Eight (28) working days.

- iii. The payment timelines as stated above is on an ideal condition and in the even 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 7days, 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 for the Work till the applicable labour licenses, registration with EPFO, ESIC and BOCW (Building & 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 Pre-Final 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 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 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 Officer- in- charge / Engineer In Charge shall be entitled to prepare & process the Final Bill ex-parte 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 Engineer-in-Charge to see that the claim is in order. He will also attach to the Final Bill, a statement showing the Stores issued for incorporation in Work along with recoveries, if any, a statement showing the theoretical requirement and actually incorporated by the Contractor in the Work, and whether there has been any over – issue / under– issue of stores to the Contractor.
- VII. Where either the Contractor has not fully utilized the Stores issued for incorporation in the Work or where the quantities used are less than those theoretically required resulting in Work being below specifications, BEML will examine the case to see what action should be taken against the Contractor.

#### 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.

In case, the Contractor is having his account with a bank not having Electronic Clearing System (ECS or NEFT, RTGS), the Contractor is required to open a bank account with the bank having this facility.

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 thereunder (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 analyzed 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 Engineer-in Charge 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
- (ii) 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 schedule A-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 IC/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 unskilful 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

- i. 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 judgement 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 inspite of repeated requests, the Company shall proceed at his risk and expense and get the work completed. The cost incurred by the Company shall be recovered from the defaulting contractor. The Company shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so

incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

- 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 a 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's 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 remodelled 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 Bangalore 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.20/- per thousand rupees value of Work done priced only in respect of such items where the consumption of water is involved.

ii. Further, Contractor may dig borewell with the prior written approval of BEML at his cost. In this case, no recovery shall be made for the water used. On completion of the Work, borewell may be handed over to BEML along with accessories on as is where basis without any claim for the borewell expenses incurred by the Contractor. The Contractor shall obtain all statutory approvals and all statutory payments shall be borne by the Contractor. The quality of the water from the borewell shall be tested by the Contractor by bearing all the costs and water will be permitted to be utilized only after meeting the relevant standards and on approval of OIC/EIC.

## 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) Karnataka 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. Tenderer 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.
- ii. Price variation shall be allowed, only if applicable, as per the Contract.

#### 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 the 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.

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

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



the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forthwith and cleared away. Nevertheless, the company shall not at any time be liable for the loss of any of the said materials, tools, implements or other things, but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

6. WORKS TO BE CARRIED WITH AN EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY CONTRACTORS WITHOUT VITIATING THE CONTRACT:

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

7. 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.

8. 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.

9. 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.

10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 15. 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.

#### 16. 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 quality plan enclosed with this tender. However, OIC/EIC shall decide the usage of the same while in-corporating 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 INDIAN MANUFACTURE Co., 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 to conform to Indian Standard Specification shall be used on the works. The Contractors shall maintain a register at the work spot for the receipt and use of cement on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.

(a) Quantity of cement used on the works shall conform to cement co-efficient schedule. If in the event of being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided, the cost of the quantity of cement not so used shall be recovered from the Contractor as stipulated in the Clause 8.1 (j).

(b) 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.

(c) 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.

(d) After completion of work, the theoretical quantity of cement to be used on work shall be calculated on the basis of cement co-efficient schedule for various items of work involving the use of cement.

(e) Over the theoretical quantity of cement, a variation of 3% plus/minus shall be allowed.

(f) In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above). The cost of the cement not so used shall be recovered from the Contractor on twice the basis of Market Rate plus 10% to cover profit and overheads deemed to have been allowed in the tender rate.

## 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 to conform to Indian Standard Specification shall be used on the works. The Contractors shall maintain a register at the work spot for the receipt and use of Structural Steel / reinforcement steel on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.

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) After the completion of work, the theoretical quantity of steel section to be used on works shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge including authorized lappages plus 5% wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

i) In the event of it being discovered that the quantity of steel used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of steel not so used shall be recovered from the Contractor at twice Market Rate plus 10% to cover profit and cartage to site deemed to have been allowed in the tender rates.

j) 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.

#### 17. FABRICATION OF STRUCTURAL STEEL BY THE TENDERER 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.

#### 17A. 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.

#### 18. 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.

#### 19. MODIFICATION OF SPECIFICATIONS:

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

#### 20. 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 pay order / Demand Draft/ Banker's cheque/ Bank Guarantee in favour of BEML Limited, payable at Bangalore. EMD deposited by the tenderer shall not bear any interest to the Contractor.

#### 21. 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

#### 22. 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).

#### 23. 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 defense.

## 24. 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. 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.

## 3. LIST OF APPROVED VENDORS / MANUFACTURER'S LIST OF APPROVED VENDORS /

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

17.	M.S. Windows, Ventilators	Madhu Industries, Concorde Industries, Deccan Structural, Hercules, Shakti.
18.	Low VOC Paints (OBD / Interior/ Exterior Emulsion Paint, Synthetic Enamel)	Asian, Berger, Jenson & Nicholson, ICI, Nerolac
19.	Cement Paints.	Snowcem India Ltd, Jenson & Nicholson, Asian, Berger.
20.	M.S/SS Hardware for Wooden Doors:	GARG, Janata, Mukund, Jyothi Pag, Godrej, harrison, Laxmi, doorma, doorset.
21.	MS Pipes	SAIL, TATA Steel Limited, Jindal, Indian Hume Pipe co Ltd., Appolo
22.	Sanitary Fittings & Fixtures.	Parryware, Johnson, Jaguar, Hindware, Cera.
23.	Gun Metal Valves.	Kirloskar, VAG, AVK, any material confirming IS Make.
24.	G.I. Pipes (any Dia.)	Indian Tube Co, Zenith, TATA, Jindal, Suryaprakash.
25.	C.P. Fittings	Jaguar, ESS ESS, Hindware, Kohler, Parryware, Cera, Marc
26.	Construction Chemicals / Admixtures / water proofing compound.	Cico, Roff, Fosroc, Pidilite, Sika/BASF, Tikidan, STP, Asian paint, BASF and Tremco.
27.	GI Fittings.	IS Make
28.	Cast Iron Pipes & Fittings.	SKF/NECO/BENGAL IRON CO.
29.	D.I Pipes	KAPILANSH, Kesoram, Electrosteel, SriPipes, Jindal.
30.	Galvalume Sheet for Roofing, Cladding, Sandwich panel, etc.,	Lloyd, Indal, Jindal, Tatasteel [Tatablue Scope], bhushan, JSW, Essar.
31.	ALUMIN COMPOSITE PANEL	Alcobond, Durabond, Eurobond, Alstron.
32.	Modified APP membranes	Fosroc, Sika-Texa, STP, Pidilite Industries, Asian Paints, Tikidan, Tremco.
33.	UPVC / CPVC Pipes including Fittings	Flow guard (Astral), Ashirvad, Finolex, Kisan, Supreme, Prince.
34.	Epoxy/PU Flooring & other specialised floorings.	Fosroc, Pidilite, Sika, Dr.Beck, Ardex Endura, Asian, Tikidan, STP, Tremco.
35.	PVC Doors /FRP Doors	Rajashree, Fimen, Sintex
36.	Manufactured Sand confirming to IS 383	Thriveni, Neo Sand, Chaitanya Enterprises, TAVARA, Jyothi, Solutions India Pvt Ltd, Sand masters, AVS Tech building .
37.	RMC	Any supplier approved by Quality Council of India and using approved brand of Cement as stated at Sl.No.1
38.	Polycarbonate Sheet	Tufflite, danpalon, Gallina, Tatablue Scope.

39.	UPVC Partition/Doors/Windows	Fenesta, Saint Gobian, Encraft, Deccan Woodmate, LG, Madhu Industries
40.	M.S sliding Doors- Motorised/ Hangar doors/Boom Barriers./MS rolling Shutters-Motorised.	Areen, Gandhi Automations, Securetronix, SaiAutomation, Avians,
41.	Fire rated Doors.	Shakthi Horman, Indigatech,Ozone overseas Pvt Ltd. Sukhri
42.	PUF sandwich Panel using the materials as specified at S.No.30	Manufactured by AlFa, Karthik, Lloyd, Kirby, Metecno, TATA Bluescope,
43..	False Ceiling	Saint Gobin (Gyproc), Armstrong, Shera, Hunter Douglas, Metalium, USG Borel.
44.	S.S Pipes	Jindal, TATA, Apollo, Suryaprakash Pipes.
45.	Concrete Paver Blocks	Eurocon Tiles, Basant Beton, Sobha, Apco, Nitco( Rockard), Jyothi Group.
46.	Wooden Flooring	Armstrong Flooring, Mohawk Flooring, Greenply, Tarketsomer.

**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. 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.

**4. LIST OF TESTING LABORATORIES (NABL APPROVED)**

- i. Shriram Institute for Industrial Research, Bangalore
- ii. Bureau Veritas, Bangalore.
- iii. Geological and Metallurgical Laboratories, Bangalore
- iv. Gooly Consultancy Services, Bangalore.
- v. Any other NABL Approved Laboratory with the approval of OIC/EIC.

**5. 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 or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

d. All blasting materials shall be stored and handled as per guidelines of relevant authorities.

viii. Barricades:

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

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

ix. 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 illuminatory 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 welders 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:

i. Contractor shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.

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

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

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 take work permits from concerned departments of BEML as per requirements before commencement of the work every day.

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, railings 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

BEMIL LIMITED

## APPENDICES

BEMIL LIMITED



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

### 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 if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other

benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Appendix (A-1).
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the

contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (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.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

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

-----  
(For & On behalf of the Principal)

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:  
(Name & Address)

Witness 1:  
(Name & Address)

-----  
-----

-----  
-----

Witness 2:  
(Name & Address)

Witness 2:  
(Name & Address)

-----  
-----

-----  
-----

## Appendix A-1

(Applicable Agents / Suppliers to Sign, Seal &amp; 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](http://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 &amp; On behalf of Bidder/Contractor)

## CONTRACT AGREEMENT

WORK ORDER NO: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_.

THIS AGREEMENT is made and executed on this \_\_\_\_ day of TWO THOUSAND \_\_\_\_\_

BETWEEN

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

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

AND

M/s. \_\_\_\_\_ (Name of the Contractor) a \_\_\_\_\_ (Constitution of the Contractor i.e. Firm/Company/LLP, etc) incorporated/registered (delete whichever not applicable) under the provisions of \_\_\_\_\_ Act, having its Registered Office/Principal place of business (delete whichever not applicable) at \_\_\_\_\_ (\*Designation of the authorised Official) at \_\_\_\_\_ (here incorporate the address) represented by \_\_\_\_\_ (Name of the Authorised Official) (hereinafter referred to as 'Contractor', which expression shall unless repugnant to the context means and includes its successors and permitted assigns) of the Second Part Hereinafter, "BEML" and the "Contractor" shall individually be referred to as 'Party' and collectively as 'Parties'.

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

Whereas Contractor is a \_\_\_\_\_ (incorporate brief profile of the Contractor)

WHEREAS BEML, floated tender Ref: \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter referred to as the Tender) for \_\_\_\_\_ at \_\_\_\_\_ hereinafter called the "WORK")

WHEREAS the Contractor submitted his offer in response to the Tender floated by BEML as above and become the successful tenderer and has agreed to execute the Work as per the

terms and conditions of the Tender. Consequently BEML issued Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter the Work Order) to the Contractor.

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

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

#### SCOPE OF WORK:

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

#### CONTRACT PERIOD:

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

#### PENALTY

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

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

#### PAYMENT

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

#### SECURITY DEPOSIT/BANK GUARANTEE:

The Contractor has furnished non-interest-bearing Security Deposit in accordance with Clause \_\_\_\_\_ by way of \_\_\_\_\_ (incorporate the mode). The Contractor agrees to extend the validity of the Security Deposit, wherever required like extension of period of contract or as may be required by the Company. The Company shall have the full power to enforce the



Security Deposit in case of 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.

#### NON-COMPLIANCE OF TERMS:

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

#### FALLS CLAUSE:

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

#### INDEMNIFICATION

In the event of the non-fulfilment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Work Order or in this Agreement, the Contractor shall pay to BEML all losses, damages, costs, charges and expenses incurred by BEML Limited as result of the Non 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/ Work order more specifically stipulated in clause \_\_\_\_\_ of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document/ Work Order and to the complete satisfaction of BEML. The contractor has to take policy at his own cost showing BEML as the "Principal" to enable BEML to make the settlement of claims at the earliest.

#### LICENSES AND PERMISSIONS:

Contractor shall procure all the Licenses, Permissions, Sanctions, etc. as may be required for/in the course of performance of the contract /execution of the Work or as required under statutes.

Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same. The Contractor undertakes to indemnify BEML in this regard.

#### SUB-CONTRACT:

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

#### CONFIDENTIALITY:

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

#### ENTIRE CONTRACT

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

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

#### TERMINATION:

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

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

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

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

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

#### JURISDICTION& DISPUTE RESOLUTION:

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

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

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

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

#### SEVERABILITY AND WAIVER:

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

#### NOTICES

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

BEML :

Contractor :

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

#### ASSIGNMENT:

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

#### AMENDMENT:

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

#### MISCELLANEOUS:

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

The employees/agents of the Contractor in no case will be treated as the employees of BEML and there shall not be any master and servant relationship whatsoever between BEML and labour/employees being deployed by the Contractor for the Work. Further, discharging obligations under the Agreement by labour shall not be construed to believe that they are the employees of BEML and shall at all times be the employees of the contractor only. The contractor will be individually and entirely responsible for all and any liabilities in that regard. All the agreements, letters, documents exchanged between parties, if any, have been merged with this agreement and shall have no effect from the effective date of this agreement.

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

For BEML

Witnesses:

- 1.
- 2.

.

for CONTRACTOR

Witnesses:

- 1.
- 2.

## APPENDIX - C

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

Bangalore Complex

PB No 7501

New Thippasandra

Bangalore 560075

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

For and on behalf of the .....Bank.

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.

Signature.....

Name.....

Address.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

Name.....

Address.....

## APPENDIX – D

## 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 – E

CONTACT DETAILS OF THE SUPPLIER

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

## 1) Contact Person details in Marketing Office

- (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: (Will used during L/C Execution)

- a) Name of the Bank :
- b) Full Address of the Bank :
- c) Suppliers Account Number and Type :
- b) IBAN No :
- e) Swift Code :

## APPENDIX – F

## NIT ACCEPTENCE LETTER

To:

The Asst General Manager (Materials),

M/s. BEML LTD

Bangalore-75

Dear Sir,

Having examined the tender documents of Bid Invitation No. 6300038775 dated 28.03.2024, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

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

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

## APPENDIX – G

## UNDERTAKING

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

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

Signature with date of Authorized signatory

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

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

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

## ANNEXURES

BEMIL LIMITED

## Annexure – I

## Compliance to Bill of Quantity (BOQ)

Annual Contract for Operation & Maintenance of the existing Railway siding/track and its accessories for a period of 01 year at Bangalore Complex, BEML Limited, Bangalore

SL. NO	DESCRIPTION OF WORKS	UOM	QTY	COMPLIANCE / VENDOR's REMARK
1	<p>Operation &amp; Maintenance of the existing Broad Gauge Railway siding from Byappanahalli to M/s BEML Limited, Bangalore Complex, Thippasandra post (Delivery lines) for an approximate length of 4.108 KM (Byappanahalli Railway Station to BEML BC Main gate -2.40KM + Inside Factory Delivery line 0.908 KM + Points &amp; Crossings 0.8KM) and their connected accessories including points and crossings and trap switches and to ensure that the track including rails, sleepers and all fittings are given a thorough and systematic attention for 01 (ONE) Year period to keep track to the required geometry and prescribed standards/specifications parameters laid down by Railways, making the Railway siding accident free including a) Required Materials/Spares throughout the contract period viz; sleepers, fish plates, fasteners, fittings &amp; fixtures. b) Deployment of skilled/semi skilled manpower. c) Removal of rank vegetation on either side of the track, pruning/cutting of tree branches obstructing coach movement, cutting tar/bitumen crossing the tracks if any, d) Arranging for inspection of railway authorities at the prescribed intervals and arranging for Track Fitness Certificate during every Coach movement, tools, tackles required for operation &amp; maintenance etc., complete all as specified and directed by the Engineer-in-charge. Note: Carrying out the above work by deploying required/sufficient labours for one month is considered as one Job.</p>	JOB	12 Nos	

## NOTE:

(1) Contractor's kind attention is invited to the condition that the work has to be carried out in security area, in which gate entries ('IN'&'OUT') of men and material are monitored. The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall maintain a register of number of persons working at site indicating location, date etc. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate.

(2) The contractor shall arrange for the visits of specialists/ competent authority from railways for inspection of the track, as per laid down procedure at least once in 3 (Three) months, to check and certify the condition of the track and their inspection report shall be submitted periodically. Additionally, before every movement of BEML coaches, the contractor has to coordinate with the concerned Railway Authorities, get the track inspected & rectify the defects if any notified by them and obtain Fitness Certificate for movement of coaches well in advance of the scheduled movement. The inspection fee/liaisoning charges if any, to Railways will not be paid by the company (BEML) & the same shall be borne by the Contractor. Bills shall be admitted once in 3 Months subject to submission of inspection report/certificate from concerned Railway Authorities. The Contractor is responsible for safe and effective working condition of all tracks throughout the period of contract.

(3) Contractors shall read the scope of work, Terms and Conditions of the Contract mentioned in the tender and visit the site to acquaint with the area/site conditions before submission of the bid/quote for the work.

(4) The tools, tackles, implements, shall be available at place of work always and whenever called for by BEML. M/s BEML Ltd. will not supply any tools and implements required for the maintenance work.

(5) The rate quoted by the contractor shall be firm and deemed to include for employer's/ employee's contribution towards ESI scheme, PF scheme, Annual leave with wages etc. The contractor shall ensure that their workers are having valid ESI & PF numbers.

(6) The contractor may please note that, company will not provide any transport facilities for their work or for their workmen etc.

(7) The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall maintain a register of number of persons working at site indicating location, date etc. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate.

(8) On obtaining the Track Fitness Certificate, the contractor shall be invariably present during every movement of coach by BEML to coordinate with the concerned Railway personnel responsible for movement and the contractor shall ensure smooth movement/dispatch of the coach through the Railway siding.

(9) The Contractor shall note that, under no circumstances, the track shall be in non-operational condition and if there is any breakdown, the down time should be to the barest minimum. If any major defects noticed in the system, which requires BEML assistance, it should be intimated immediately to ensure timely action.

(10) If any bad or improper maintenance of track causes derailment/affecting traffic, the contractor is solely responsible/liable for making appropriate compensation in full to BEML and or Railways as applicable. The contractor shall ensure derailment free and trouble-free movement at all times. All obligations specified/laid down including permission from Railway Authorities have to be met by the contractor.

(11) The contractor shall not sub-contract, or sub-let the work.

(12) The contractor shall note that the contract is for a period of the One year (01 year) from the date of commencement indicated in the Purchase order; Company reserves the right to extend or short close the contract at their discretion without assigning any reasons whatsoever.

(13) The contractor may please note that, the contract period of 12 months may be cancelled / terminated if BEML authorities are not satisfied with the performance of the work at any point of time during the contract period and BEML's decision regarding settlement of bills is final and binding on the contract. Further, the company with the provisions of the various acts, as applicable, the management shall have the right to withhold payment due to the contractor till such time the contractor produces all records to the satisfaction of the BEML management and decision of BEML will be binding on the contractor.

(14) The contractor shall ensure that instructions given by BEML authorities have to be strictly adhered to and followed during operation and maintenance of railway siding.

Authorized signatory with company seal / stamp

## Annexure – II

**SCOPE OF WORK & TERMS AND CONDITIONS OF THE CONTRACT**

- 1) Contractor's kind attention is invited to the condition that the work has to be carried out in security area, in which gate entries ('IN'&'OUT') of men and material are monitored. The contractor has to inspect the premises where the works are to be carried out and acquaint themselves with the area/site conditions, before submitting the tender for the work.
- 2) The Contractor shall permit free access and generally afford all facilitates and usual convenience to other agencies and or department workmen to carryout work, if any under separate arrangement.
- 3) The rate offered by the contractor is deemed to include all such costs as consequence for having to work in the circumstance described above and no extra claim shall in any event be entertained on this account.
- 4) The Contractor shall provide the required man power skilled, semi-skilled as required depending on the nature of work to be carried out. Contractor shall indicate the number of man power deployed at different locations and maintain a register of persons working per day. Further, the contractor's workmen/labour deployed for the work on the track have to register their attendance in the attendance register kept by BEML at the Admin security gate Labour /persons engaged by the contractor should fulfill the Railway requirement/norms.
- 5) The Contractor shall carryout all necessary activities required to achieve smooth functioning of the track, as well as points and crossing conforming to the standards and specifications laid down by Railways. The quoted rate is deemed to include for clearing the rank vegetation on either side of track, pruning/cutting of tree branches on either side of track which obstruct movement of coaches, cutting the Tar/Bitumen laid on the track covering the tracks if found etc.
- 6) The contractor should arrange for the visits of specialists/ competent authority from railways for inspection of the track, as per laid down procedure at least once in 3 (Three) months, to check and certify the condition of the track and their inspection report should be submitted periodically. Additionally, before every movement of BEML coaches, the contractor has to coordinate with the concerned Railway Authorities, get the track inspected & rectify the defects if any notified by them and obtain fitness certificate for movement of coaches well in advance of the scheduled movement. The inspection fee, if any, to Railways will not be paid by the company (BEML) & the same shall be borne by the Contractor. The Contractor is however responsible for safe and effective working condition of all tracks throughout the period of contract.
- 7) Bills shall be admitted once in 03 (Three) Months subject to submission of inspection report/certificate from concerned Railway Authorities. The inspection charges of the Railways have to be borne by the Contractor and will not be paid by BEML
- 8) On obtaining the track fitness certificate, the contractor should be invariably present during every movement of coaches by BEML to coordinate with the concerned Railway personnel responsible for movement and the contractor shall ensure smooth movement/dispatch of the coaches through the Railway siding.



- 9) It is the responsibility of the contractor to provide tools, tackles and implements, as required for operation and maintenance of track and must be available at place of work always and whenever called for by BEML. M/s BEML Ltd. will not supply any tools and implements required for the maintenance work.
- 10) The Contractor should note that, under no circumstances, the track shall be in non-operational condition and if there is any breakdown, the down time should be to the barest minimum. If any major defects noticed in the system, which requires BEML assistance, it should be intimated immediately to ensure timely action.
- 11) If any bad or improper maintenance of track causes derailment/affecting traffic, the contractor is solely responsible/liable for making appropriate compensation in full to BEML and or Railways as applicable. The contractor shall ensure derailment free and trouble-free movement at all times.
- 12) All obligations specified/laid down including permission from central/ state/Railway Authorities have to be met by the contractor.
- 13) The contractor should ensure that, no employee shall be engaged below 18 years of age.
- 14) The contractor shall not sub-contract, or sub-let the work.
- 15) The contractor may please note that, company will not provide any transport facilities for their work or for their workmen etc.
- 16) The contractor should note that the contract is for a period of the One year from the date of commencement indicated in the Purchase order; company reserves the right to extend or short close the contract at their discretion without assigning any reasons whatsoever.
- 17) The contractor may please note that, the contract period of 12 months may be cancelled / terminated if BEML authorities are not satisfied with the performance of the work at any point of time during the contract period and BEML's decision regarding settlement of bills is final and binding on the contract.
- 18) The contractor shall ensure that instructions given by BEML authorities have to be strictly adhered to and followed during operation and maintenance of railway siding.
- 19) The contractor shall abide by all provisions of the contract labor (Regulation & Abolitions) Act 1970 and Karnataka Rules 1974, framed there under, which the contractors are expected to have gone through before quoting for the tender. The contractor shall give the details of valid labor license held by them.
- 20) The Contractor has to comply/ discharge all liabilities towards the laborers employed under the provisions of the various enactments such as contract labor (Regulation & Abolitions act 1970 and contract labor - regulation & abolition) Karnataka Rules 1974 and also the provisions of the other laws including materials. Industrial dispute Act, workmen's

compensation Act, employees provident fund Act, Gratuity Act, ESI Act, as may be applicable to the contractor and his employees and shall keep BEML fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising against BEML at the instance of the laborers employed by the contractor or of authorities under the respective Act and against breach of the sole provisions of the above said acts. It shall be the sole responsibility of the contractor to settle disputes if any, arising out of the engagement between themselves and the laborers/ other categories of workers engaged by them and the Management of BEML shall not in any way be responsible in the event of the laborers/ other categories of workers approach the competent authority under the Act.

- 21) The contractor shall be responsible for any loss or damage caused to BEML property due to the negligence of the laborers/ other categories of workers engaged by them. The cost of such damages as decided by the BEML Management shall be paid by the contractor or recovered from the amounts payable to the contractor.
- 22) The rate quoted by the contractor shall be firm and deemed to include for employer's/ employee's contribution towards ESI scheme, PF scheme, Annual leave with wages etc. The contractor shall ensure that their workers are having valid ESI & PF numbers. The contribution under ESI & PF schemes should be remitted by the contractor periodically to the appropriate authority within the due dates and the proof of compliance produced to the In-charge/Department Head of Civil construction & maintenance along with the supporting bills. The list of employees who are deputed for the work indicating their ESI numbers should be lodged with the In-charge/Department Head of Civil construction & maintenance.
- 23) The Contractor has to Execute an agreement with the company: The contractor shall within SEVEN days of the acceptance of their contract, shall enter into and execute a contract agreement on a non- judicial stamp paper of appropriate value. In case of failure to execute the agreement, In-charge/Department Head of Civil construction & maintenance shall have the right to decide on compensation to be made to BEML, Railways as applicable and also with hold payment of contractor's outstanding/ running /final bills.
- 24) In case of any Accident to the contractor's labour, BEML will not be responsible at any time for any injuries caused to the contractor's labour due to accident within the factory premises/ or at the place of work / Railway siding. The contractor shall be responsible for providing proper medical arrangements for the labour employed by them in case of injury or for any claim arising out of the employment injuries or otherwise in the course of employment under any statute. The contractor is wholly responsible for any accident and or compensation payable to the labourers engaged by him working under their control. He shall keep BEML fully indemnified against any claim in this regard.
- 25) All disputes and differences arising out of or in any concerning this contract shall be referred for decision to the Complex Head/ Executive Director of BEML Limited, Bangalore complex, Bangalore whose decision shall be final and binding on both the parties
- 26) Security Deposit. The successful tender shall furnish security deposit in the form of DD or Bank Guarantee as specified in the acceptance letter/ work order of the contract. The security deposit amount shall be for a value of 10% of contract sum. Such security deposit shall not be entitled for any interest payment on refund. The contractor may choose any one of the following options to pay security deposit and should remit the same to the concerned within fifteen days of acceptance of the contract. Contractor should deposit the different amount between Earnest money and full security deposit.
  - a) PEMD held with BEML cannot be considered for such adjustment in the security deposit payable by the contractor.

- b) Contractor should submit the Bank Guarantee from the Nationalized Bank only for the equivalent amount of security deposit for the valid period required by BEML.
  - c) The contractor shall also be permitted to pay the security deposit by way of demand draft/pay order in favor of BEML Ltd., Bangalore.
  - d) On request of the contract, the security deposit will also be deducted from the Running Bills.
- 27) The successful contractor shall obtain labour license from the Commissioner/Assistant labour commissioner in Karnataka, Division, Bangalore.
- 28) The management reserves the right to accept the lowest or any other tender at their discretion without assigning any reason whatsoever.
- 29) The required material / spares viz., sleepers, fish plates, fasteners, fittings & fixtures etc., required will be supplied by the contractor for the work and would be a part of the scope of AMC contract. However, the cost of the material would be reimbursed by BEML based on production of Documentary evidence/invoice/bill and after obtaining Management's approval for reimbursement.
- 30) In case of failure on the part of the contractor to execute the work as per contract, the company with the provisions of the various acts, as applicable, the management shall have the right to withhold payment due to the contractor till such time the contractor produces all records to the satisfaction of the BEML management and decision of BEML will be binding on the contractor.

Signature of contractor with seal