

**BEML LIMITED**

**KOLAR GOLD FIELDS – 563115**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
EM Division, Beml Nagar Post, Kolar Gold Fields-563 115.

# General Terms & conditions (For Civil works contract)

## **1. General Conditions**

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

1. Interpretation clause :

IN these General Conditions and the Specifications attached, the work 'COMPANY 'shall be held to mean 'BEML LIMITED',

- a) The word 'CONTRACTOR' shall be held to mean one or more contractor or contractors jointly or generally engaged in the works to which these General Conditions and the specifications relate, and shall include his/ their heirs, executors and administrators.
- b) The word 'ENGINEER' shall be held to mean the 'Construction / Estate Maintenance 's Section, BEML LIMITED' or other Engineer for the time being, duly authorized by the Company to act as Engineer during the continuance of the contract.
- c) The word 'Engineer-In-Charge, shall be held to mean a Member of the staff of the Construction/ Estate Maintenance Department deputed to supervise the work.
- d) The expression 'Site Of Works, shall be held to mean the extent of land which the Company places at the disposal of the Contractor from time to time for the purpose of executing the contract works.
- e) The word 'DRAWINGS' shall be held to mean THE PLANS, SECTIONS, ELEVATIONS AND DETAILS OF WORKS' annexed to the contract and such further drawings, as the Engineer may issue from time to time during the progress of the works and shall be held to include tracings and photographic prints.
- f) The word SPECIFICATIONS shall be held to include the tender General Conditions, Specifications, Schedule of Prices and Bill of Quantities.

2. Sufficiency of priced bill of quantities and tender :

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

3. Contractor to execute contract with the company :

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

4. Contract not to be assigned or underlet and consequence of gratuities being given :THE contractor shall not assign or make over the contract to any other person, or underlet it, or make a sub-contract with any workmen for the labour thereof. Who shall be paid by him in wages by the day. And in case the Contractor assigns or makes over the contract, or underlet or make sub-contract, contrary to this clause, or either himself or his agent give any gratuity to any employee of the Company, the company shall be at liberty to terminate the contract.

5. Tender or agreed rate :

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

6. IN the event of anything evidently necessary to the due and complete performance of the works being omitted to be shown on the drawings or described in the specification or being omitted from the Bill of Quantities through oversight or error, the contractor shall, not withstanding, execute (in the most perfect manner) all such works the same as if they had

been severally shown, described and included without being entitled to make any extra claim or charge.

7. THE contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of the sub-soil, the three dimensions. Levels, and character nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works the subject of the contract, and he shall also inspect the site of the works and surroundings, the means of access there to and egress therefrom and shall generally obtain his own information on all matters and things which can in any manner influence his tender, No claims for extra works otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on these points, or of any other in-accuracies in reference thereto, which may appear on the drawings, or in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error incorrect information or in-accuracies.
8. Engineer's orders to commence works and as to non-delivery of site : THE Contractor having signed the contract, The officer in- charge, Contract Purchase will forthwith give him notice to commence the works and the contractor shall upon receipt of such notice, commence the works and carry them on at such point and points and in such portions as the Engineers may direct. The Company shall, with The officer in- charge, Contract Purchase written order /Work order /Purchase 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 Construction / Estate Maintenance Engineer be required in order to enable the contractor to commence and continue the construction of the works, and shall from time to time as works proceed give the contractor the use of such further portions of such site as the Engineer may from time to time consider proper in that behalf, but the non delivery in manner aforesaid of the use of such site or any portion thereof shall not vitiate or affect the contract, nor any provision contained in the specification nor entitle the contractor to any increase allowance in respect of money.
9. Setting Out Works And Notices :

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

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

THE works shall be carried on day and night continuously without extra charge. If bad or treacherous ground be met with or if there be any other cause what-so ever, which in the judgment of the Engineer-In-Charge requires, it, but no work shall be carried on in the night without the knowledge and sanction of the Engineer-in-charge.
12. Watchmen, lights, etc., to be provided by the contractor:

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

All the materials to be used in and on every part of the works shall be subjected from time to time to such tests as the Engineer may direct. Such tests shall be performed at the expenses

of the contractor but the samples shall be, in all cases, selected by the Engineer and supplied by the contractor as part of the contract. If, at any times, any materials so tested is not equal to the test for such materials, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefore, but in the absence of any specified test, the decision of the Engineer shall be final as to whether the said material or materials shall be used in the works, or forthwith removed and other materials substituted.

14. Materials tools etc., brought by the contractor :

The left out materials, tools etc., can be taken out by the contractor after the completion of the work.

15. POWER TO VARY WORKS :

THE Company shall have full power and authority from time to time, and at all times, to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and direction as may appear necessary or proper for the guidance of the contractor and the good and sufficient execution of the contract, and the contractor shall receive, execute, obey and be bound by the said further drawings, instruction and directions , according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications.

The company shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly executed , to be removed, changed or altered, and if needed that other works shall be substituted in lieu thereof and the difference of expense occasioned by any such increase, diminution or alterations so ordered and directed shall be added to or deducted from the amount of the contract agreeable to the prices for similar works set forth in the Bill of Quantities, or failing which the Schedule of Prices attached hereto, and in the absence of any such similar work being scheduled, the Engineer shall determine the amount to be paid for such additions or deductions. The company will in no case become liable to the payment of any charge in respect of any such conditions, alteration or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer, nor unless such instructions distinctly states that the matter thereof is to be subject of an extra or varied charge, in the form of an order hereinafter set forth nor unless the claim thereof shall be made in writing, signed by the Contractor and in the form of claim herein as set forth and properly filled up nor unless such claim be make within the week in which the work is executed and materials used, and before the same shall have been placed out of view, or beyond check of measurement, nor unless the value of any altered or varied works, or any further works shall wherever practicable have been determined and settled before such altered, varied or further works shall have been commenced. Such value in case of dispute shall be ascertained by the Engineer, who shall determine in all cases whether such previous determination and settlements were practicable, the contractor shall not be entitled to make any claim in respect of such altered, or varied or further works if it shall, in the opinion of the Engineer, if any special instance become necessary to execute any additional or substituted work, either wholly or in part by the day the claim therefore, shall not be recognized unless the contractor shall have delivered to the Engineer-in-charge within one working day, and so on from day to day a true and exact list of the name, occupations, time and wages of the several workmen engaged during the previous day on any and every such works in respect of when a charge 'BY THE DAY' is intended to be made in the next succeeding weekly claim of contractor, Nevertheless, no charge 'BY THE DAY' shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these general conditions. All such instruction given by the Engineer shall be in the following form or as near there to as may be :

ORDER No.

CONTRACT No.

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

SUCH WORK

ADDITIONAL TO

WORK INCLUDED

Tender, and we request you to omit the under mentioned work at the under mentioned prices, viz.

Date:

Signature of the  
Engineer-in-charge

And every claim shall be made in the following form:

Claim no: \_\_\_\_\_ Contract No \_\_\_\_\_ contractors claim under and subject to clause-18 of the General Conditions of contract for the week ended Saturday the \_\_\_\_\_ day of \_\_\_\_\_ in respect of other than contract work,

Work claimed for		Number of Engineer's order	price of similar work in Bill of Quantity of schedule		where no similar work in Bill of Quantity of schedule	Amount claimed Rs.
Quantity in Mtrs	Description		Number/ Number of items	Value of items	Schedule price of labour	

Date:

Contractor sign

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

#### 16. SUSPENSION OF WORK :

THE Contractor(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Construction / Estate Maintenance department Engineer to do so and shall not resume work thereon until so directed in writing by the Construction / Estate Maintenance department Engineer, The Contractor will be allowed by the Construction / Estate Maintenance department Engineer an extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The

contractors shall have no claim to any payment of compensation or otherwise , whatsoever on account of suspension of work.

17. Works to be executed in approved manner: The work allotted against the subject contract need to be executed as per the instructions / directions Engineer-in-charge and maintained the workmanship / quality of the material as required within the stipulated / specified time period.

18. Work to be carried on with expedition failing which the company may employ other contractor without vitiating the contract:

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

19. Inferior materials or workmanship to be amended / rectified to meet the specifications indicated:

THE materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the company or on the places where the operations are being carried out in connection with the works, which in the judgment of the Engineer is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of the contractor forthwith. or within such period or periods as the Engineer may direct, and the contractor shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Engineer . In case the contractor neglects or refuses to remove such materials or comply with such direction it shall be lawful for the Construction / Estate Maintenance department Engineer, on behalf of the company and by its agents, servants and workman to remove the materials and amend the workmanship and finish, so objected to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Construction / Estate Maintenance department Engineer to deduct the expense thereby incurred, or to which the company may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to contractor, or to recover the same by action at law or otherwise from the contractor as the company may determine.

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

20. Emergency powers :IN the event of any accident or failure occurring in or on the works, which, in the opinion of the Construction / Estate Maintenance /Engineer requires immediate attention either during construction or during the period of maintenance the company may be their own or other workmen make necessary repairs at the expenses of the contractor.

21. Opening to be made for examination of works: SHOULD either the Engineer or Engineer-in-charge require it for their more perfect satisfaction, the contractor shall at any period during the continuance of the contract, pull down any part of the work and make such openings, as to such extent through any part of the said work as the Engineer-in-charge may direct and the

- contractor. Shall make such works good again to his or their satisfaction, should the work be found faulty in any respect, the whole of the expenses thereby incurred shall be defrayed by the contractor but if otherwise by the Company.
22. Precautions against injury to property adjacent to the work in progress : THE contractor shall take special care, by the erection of temporary fences and by every other means which circumstances may render necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works and shall confine the passage of his workmen to existing public roads, foot paths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way-leaves, damages, the trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the company harmless from any and all such claims. If any greater extent of land than the site of work be required by the contractor for his operations, he shall obtain and occupy the same at his own cost and charge.
23. Precautions against accidents or injury :The contractor is fully responsible for maintaining safe working environment and supplying / using the necessary safety devices / personal protective items for their labour and keep indemnified the Company and its officers from and against all action, suits, claims, penalties, liabilities, cost, expenses and demands whatsoever, by reasons or on account of damage to buildings, pipes, sewers, drains, electric cables and other things whether caused by the execution of the contract works or in the insufficiency of the aforesaid permanent support. The Company may deduct the expenses thereby incurred or to which the Company or its Officers may thereby be put or be liable or which may be incidental thereto from, the amount of any sum or sums due or to become due to the contractor or may recover the same by action at law or otherwise from the contractor and the Company may compromise any such action suits or other proceedings, or such terms as it shall see fit and contractor shall thereupon forthwith pay the Company the sum or sums paid by the Company upon the occasion thereof, and shall in every case pay such sum or sums as shall fully indemnify the Company according to the present stipulation.
24. ROYALTIES: The Contractor shall be liable to pay all royalties chargeable on Government or Company materials required for the work.
25. Rejected Materials : ALL rejected materials will at once be removed from site by the contractor to such distance as may be desired, failing which the company after giving three days notice in writing may do so and recover the cost of removal from the contractor.
26. Company's Plant : NO Company's plant, materials or Labour will ordinarily be lent or hired to the contractor, exceptional cases must have the approval of the company in writing.
27. Scope Of Completion : Completion includes completion of all work in accordance with the plans and specifications, removal of all yard mess accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building or works.
28. Final Measurements Time : The final measurement must invariably be preceded by a thorough re-measurements of the whole of the work, performed which will be made by the company's authorized representative and at which the contractor or his accredited agent must be present. For this purpose, a written notice will be sent to him at least THREE DAYS before the date fixed for the measurements, appointing the day, hour and place of meeting, should he not attend to this the measurements will proceed without him, and he will be precluded from making any protest.
29. Disputes in measurement: IF a dispute arises between the company and contractor as to the quantity or quality of work, performed, involving sum larger than Rs. 500.00, the contractor may appeal in writing to the company for re measurement and inspection vide Paragraph-28 above, 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 the appraisal is being made. Also refer point no: 34 for further details.
30. Attention :
- i) TIME will be the essence of the contract and the contractor is to complete the whole of the work in the time stated in the tender, subject to the schedule of conditions.
  - ii) THE contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection of their representative (no separate rate will be allowed ).
  - iii) THE Contractor is to keep all persons under his control and within the boundaries of the site and he will be held responsible for the care of the works generally until their completion

including all works executed and materials deposited in the sites by himself or suppliers, together with all risks arising from weather, carelessness of operatives, damages or loss by thefts or by any other cause, and is to allow for all necessary watching and protective lighting.

31. Labour acts :

a) THE Contractors shall employ labour in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-charge. The contractors shall remain liable for the payment of all wages or other remunerations to his labours or employees under the payment of Wages Act 1936, Employees liability Act 1933, Workmen's Compensation Act 1923, ESI Act 1948, or any other Acts or enactments relating there to and rules framed there under from time to time. In the event, the contractor fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws, the Company is entitled to withhold the same from any other amount payable by it to the contractor and remit the same to the authority concerned and such payment shall be binding on the contractor.

- i) IN the event of contract, the contractor shall be responsible for implementing the provision of the contractor Labour Act in to and also responsible for any repercussions arising there from for non-compliance thereof.
- ii) IN the event of any accident/injury/disablement, the contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify to BEML in case of any claim arising therefore later.
- iii) CONTRACTOR should employ only ESI Registered workmen on any item of work inside the Factory, If contractors have workman who have not yet been Registered under the ESI they should ensure that the workers have been duly registered before employing them in works.
- iv) CONTRACTORS Should maintain all registers and records required for ESI, PF Payment of wages, etc., under the statues and produce them for verification as and when called for by company inspecting Authorities
- v) IF there is any default on the part of the contractor, an estimated amount towards ESI liability including the would be penalty/damage , will be recovered by the company from the bills of the contractors.
- vi) Contractor should maintain all registers and records required for ESI, PF, Payment of wages, etc., under the statutes, and produce them for verification as and when called for by company inspecting authorities.
- vii) THE contractor shall disperse the wages to the workmen in the presence of the authorized representative of the company.

b) CONTRACT Labour (Regulation and Abolition) Act 1970 under section 12 and Rule 21 prescribes that every contractor who employs labor for executing contract works should obtain license from Labour Authorities to carry out any works contract, so that the laborers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML Authority before commencement of the work.

32. Fair Wages:

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

33. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the



contract, designs, drawings, specification, estimates, instructions orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator of the person appointed by the company. There will be no objection to any such appointment of the arbitrator so appointed and that he has to deal with the matter to which the contract relates and that in the course of his duties as such he had expressed view on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Company at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that no person other than a person appointed by the Company should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

In all cases where the amount the claim in dispute is Rs.50,000=00 (Rupees fifty thousands only) and above, the arbitrator shall give reasons for the award. SUBJECT as aforesaid the provision of Arbitration Act 1940 or any statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

IT is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

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

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

THE decision of the company regarding the quantum of reduction as well as justification there of in respect or rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

## **2. Particular specification & General conditions.**

### **1) General**

These Particular specifications given hereunder, rates and specifications thereon shall be deemed to apply to the works unless mentioned otherwise in the tender documents. In case of discrepancy between the documents, viz., Bill of quantities & Particular Specifications, the following order of precedence shall be followed:

- a) Bill of quantities
- b) Particular specification

### **2) Samples of Materials**

The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications as published upto the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

### **3) CEMENT**

Cement used in the work shall be ordinary PORTLAND/POZZOLANA cement and shall be stored by the Contractor in a dry place under cover and stack. Stacks shall not be more than 10 bags high.

### **4) Aggregates:**

The granite aggregates shall consist of angular fragments and shall be clean, hard, tough, durable and of uniform quality throughout and machine crushed. They shall be crushed rock and shall be free of soft and disintegrated material, vegetable or other deleterious matter. The aggregates shall be preferably be hydrophobic in nature and low porosity. The aggregates shall satisfy the physical and grading requirements as specified for aggregates

### **5) Sand (Fine aggregates)**

- Fine aggregates (sand) for concrete shall be of approved quality natural sand. Fine aggregates shall be clean, free from any admixture of clay, loam, silt, organic matter and other impurities.
- 6) WATER:  
Water used in concrete shall be clean, fresh and non-saline.
- 7) Rate: Rate quoted for cement concrete works in Sch. 'A' shall include the cost for use and waste of formwork, as necessary.
- 8) Finish for concrete surfaces: Unless otherwise specified, the rates quoted against various items of Sch. 'A' shall not include for plastering. Exposed surfaces of concrete surfaces shall be finished fair and smooth. On account of any reason whatsoever, if fair and smooth surface cannot be achieved, the Contractor is permitted to plaster these surfaces with CM 1:3, to obtain a fair, uniform and smooth finish. However he shall ensure that the thickness of plaster is kept to a minimum. The Contractor shall not be paid anything extra for the application of this CM 1:3 plaster.
- 9) Mixing Concrete:  
All concrete shall be mixed in mechanical concrete mixers. The mixing drum shall be washed and cleaned on completion of work every day and on every stoppage of work, if the stoppage exceeds 30 minutes. If the total quantity of concreting proposed to be carried out in any one day does not exceed 0.25 CuM hand mixing may be adopted for such concrete.
- 10) Form Work: All formwork shall be as mentioned in MES schedule 2010 Zone 'A', Part I, section 7. Where concrete is to be finished smooth, the forms shall be wrought on the inside surface. The cost for the use and waste of formwork shall be deemed to have been included in the unit rates quoted by the Contractor in respect of concrete items shown on Sch.'A' and no extra payment shall be made. Contractor may at his discretion use steel or plywood formwork in lieu of timber formwork at no extra cost to the Company
- 11) Compacting Concrete:  
The compacting of concrete shall be done all as specified under clause (e) on page 38 of SSR1996, Part I. The mechanical vibrator shall be used to compact the PCC 1:2:4 in flooring concrete and where it is not possible to use mechanical vibrator, proper compaction has to be made using rammers, rods etc. as directed by the Engineer-in-charge.
- 12) Concrete cubes and testing:  
Test cubes shall be taken from the important concrete works for testing purpose at the sole discretion of the Engineer-in-charge. Such test shall be performed at the expenses of the Contractor.
- 13) Brick work in cement mortar:  
Bricks shall be clamp burnt bricks of approved quality from the local kilns and shall be used in bonds as specified in MES schedule 1996 Part I, Section-5.
- 14) Plastering generally, the surface to be plastered shall be prepared by raking out joints and wetting the surface thoroughly. Curing of plastering work shall be properly done by means of stirrup pumps or similar devices. The Contractor shall take every precaution right from the commencement of plaster work to prevent any craziness that may appear on the surface of plaster and shall be responsible to make good any portion of plaster, which in the opinion of the Engineer –in-charge requires removal and redo it.
- 15) Sand for plastering and pointing work shall be as specified hereinbefore for RCC works.
- 16) The thickness specified in relevant Sch.'A' item is the thickness above the proudest part of brick/concrete/stone surface and is exclusive of dubbing coat. Any dubbing coat that may necessary to bring the surface to uniform level shall be provided by Contractor and shall be of the same mix specified for the plastering. The rate quoted for Sch.'A' items shall be deemed to be inclusive for the dubbing coat also
- 17) No rounding off of external and internal angles or corners of plaster shall be done. The junction arises shall be made true and square.
- 18) Plastering on walls, dados and skirting shall be carried out along with the jambs of opening in walls and sills of windows.
- 19) Plastered surfaces shall be finished fair and even, Plain cement plaster or ordinary cement plaster where shown in schedule of finishes shall be of mix/proportion and thickness as specified in Sch. 'A' finished fair and even without using extra cement.
- 20) Rain water down take pipes: The PVC pipes of withstanding required pressure and conforming to relevant IS mentioned in the Sch. A specifications should be brought. The pipes have to be fixed on the walls after aligning properly using bends, tees etc., using heavy duty painted MS clamps. If any damages occur during fixing, the same has to be made good by the Contractor at their own cost.

### **3. Revised Special Conditions ( 1987 )**

1. THE tender shall remain open for acceptance for a period of THREE (3) MONTHS from the date on which the tenders are due to be submitted
2. THE contractor shall visit the site to acquaint himself with site conditions and study the drawings and specifications in detail prior to tendering, and no claims will be entertained later on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.
3. THE contractor shall arrange for at least one qualified Engineer with experience in similar construction work to be at the work spot through out the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.
4. THE settings of the building shall be done by the contractor himself, All measurements shall comply with the dimensions noted on the drawings. The contractor shall construct centre line pillars and Bench Marks wherever necessary at his own cost and the setting out shall be got checked, approved and certified by the Engineer-in-charge before execution of the work.
5. **Foundations** shall generally conform to the dimension indicated on the drawings, unless the nature of soil after excavation examined by the Engineer-in-charge of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawing shall be got inspected, approved and certificated by the Engineer-in-charge of works before laying concrete.
6. **PROVISION** shall be made during the progress of work for embedding Electric conduits etc., wherever necessary as directed. Openings shall be left for service lines, machine foundations, as required and as per instructions of the Engineer-in-charge.
7. **CARE** shall be taken in execution of work not to damage service lines etc., coming in the way of construction. If any damage is caused in the lines, the cost of replacing or repairs shall be borne by the contractor.
8. **CONTRACTOR(S)** shall provide himself/themselves with requisite number of welding sets, mixers with hoppers, vibrators builders hoist, Tools, meters and testing equipment, transport vehicles, etc., required for the complete satisfactory execution of work.
9. **WATER:WHILE** Company shall make all endeavors to supply water to the Contractors on a chargeable basis, the Contractors should examine the possibility of making their own arrangements for the water required for construction activities. It is suggested that the Contractors could drill required number of boreholes from where available water could be used by them by pumping the same for the Construction activities. In such a case, the bore well sunk by the Contractors shall remain the property of the company. After completion of the work, the Contractors will not be charged for the water which he consumes from such bore wells.
10. IF the nature of the soil encountered with demands the use of casing pipes for the bore wells, the contractor has to provide casing pipes to enable him to draw water from the bore well, and the contractor shall hand over the bore well with such casing pipes to the company for which no extra payment would be made. The contractor could however with draw the pumping sets and other accessories used by him for pumping water out of the bore wells.
11. WHERE the contractor does not draw water from company's source and makes his own arrangements for water required for the work, as certified by the Engineer-in- charges then no recovery shall be effected from the contractors bill.
12. IN Case company supplies water for construction purpose, water shall be supplied at a single point as near as possible to the work spot, from which the contractor has to draw his own distribution system. The following procedure shall be followed for recovery of the cost of water so consumed by the contractor.
  - a) A meter shall be installed by the contractor at his own cost which shall be duly certified for calibration. Based on the meter readings recovery shall be effected at the rates stipulated in the contract.
    - i) IN Case contractor is not able to install a meter due to various circumstances or the meter fixed mal-functions, and he continues to draw water supplied by the company, the recovery towards water shall be effected based on the quantity of water consumed which would be assessed as follows :

- ii) FOR Building works involving excessive use of cement like construction of building , Hangers, Concrete hard standing, etc., consumption of water will be calculated at the rate of 455 liters per bag of cement consumed for the work ( including wastage ) and this consumption shall be charged as per rates stipulated in the contract.
  - iii) FOR such works where consumption of cement is negligible like construction of Roads, and this consumption of the water shall be at the rate of 0.5% of the value of the contract as per the final bill.
  - iv) REGARDING Electrical works and Term Contract works where consumption of water is very minimal the recovery towards water consumption shall be based on consumption of cement by the contractor at rate of 455 liters per bag of cement including cement used by him for enabling works and the same recovered shall be as stipulated in the contract.
  - v) THE water supplied by the company shall be used only for bonafide work as directed by Engineer-In-charge.
13. POWER SUPPLY TO THE CONTRACTORS : ELECTRICAL energy will be provided 'FREE OF COST' on 50 cycles at 433 V on 3 Phase 4 wire system and will be made available to the contractors at a fixed point convenient to BEML. The contractor will have to make their own arrangement for tapping the Electrical energy there from. KEB will provide separate meter for that connection. Electrical connection so taken shall conform to the Indian Electricity Act Rules and Factory Act. FURTHER to electrical energy supplied shall be used only for bonafide works. In the event of any wastage/misuse is noticed, the electric supply will be disconnected and shall not be resumed. The decision of Engineer-in-charge in this regard is final and binding. Company will not guarantee continuity of supply and no compensation will be allowed if the supply becomes intermittent or for breakdown or any reasons whatsoever.
14. TAXES: The rates quoted shall be exclusive of GST. TDS will be deducted at source. Note: Any other tax like building cess etc., if levied by the Government will be deducted at source.
15. THE Contractor shall agree to execute the work progressively in co-ordination with the concerned officers or shop supervisors and as directed by Engineer-in-charge.
16. THE specifications contained in the MES Schedule (referred to in the tender) in appropriate sections shall apply to this contract to the extent applicable, Cement co-efficient shall also form part of MES Schedule.
17. VALUATION OF DEVIATIONS :
- i) The value of all deviations shall be ascertained by measurements in the following order of precedence.
    - a) THE value of deviations shall be on the basis of the rates or prices for similar work in the "Bill of Quantities " in so far as such rates or prices apply.
    - b) Where the rates or prices in "Bill of quantities" do not apply, the value shall be based upon rates or prices deduced therefrom to the extent practicable to do so.
    - c) THE rates for Non tendered (NT) items shall be arrived at based on SSR rates/MES schedule rates (referred in the tender) after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the Non-tendered (NT) rates shall be to compare the NT item with similar trade item in the "Bill of Quantity" for which the contractor has quoted.
    - d) WHEREVER the rates for NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per actuals including transportation, labour cost based on prevailing minimum wages in force based on the recommendations of the E.I.C plus 10% over head and profit.
- NOTE: THE discretion of the Chief of Construction/Estate Maintenance Department and his order in this regard shall be final and binding.
- ii) Provision Of Fitting/Fixtures Of Different Make:THE Contractor shall provide the same make of fittings/fixtures specified in the tender documents unless he has quoted for other equivalent make. In case due to exigency of the work and difficult market conditions, the Contractor is not able to provide the same make, he shall be allowed to provide equivalent approved make subject to his obtaining the concurrence of the Engineer-In-Charge in writing and the price adjustment between

the quotation and the purchase price of the item involved shall be paid not more than the quoted price.

- iii) All non-tendered rates shall be approved by the EIC.

18. The Company reserves the right to accept the tender in parts i.e. on the basis of lowest quotation in each part or as a whole, at its own discretion and hence it is important that the tenders take sufficient care and quote reasonable rates in each part, so that if one part only is separated and entrusted to one Contractor he should be able to do it without difficulty. The rates quoted for similar items should be consistent. THE company also reserves the right to accept / reject the lowest tender at its discretion without assigning any reasons whatsoever.
19. Extension of time: IF the Contractor shall desire an extension of time for the completion of work on the grounds of being unavoidably hindered in its execution in consequence of altered, additional or substituted works, or force majeure case such as strikes, lockouts, war, civil commotion or other acts of God or any other grounds he shall apply in writing to the Engineer within SEVEN (07) days of the date of hindrance on account of which he desires such extension as aforesaid and the company shall if it its opinion (which shall be final) reasonable grounds are shown there for authorize such extension of time if any, as may in its opinion be necessary or proper.
20. Liquidated Damages for delay in completion of works: In case the Contractor fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

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

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

21. FORE-CLOSURE OF CONTRACT: IF at any time after acceptance of the tender/contract BEML decide to abandon or reduce the scope of work for any reason whatsoever, the Engineer-in-charge shall give notice in writing to that effect to the Contractor. The compensation if any payable for such foreclosure of work will be discussed mutually between BEML and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The Contractors shall have no claim to any payment of compensation or other wise, whatsoever; on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. BEML shall have the option to take over the contractors materials or any part thereof either brought to the site or for which the contractor is legally bound to accept the delivery from the suppliers. If the contractor abandons the work without any prior intimation or do not complete the work in the stipulated or extended time the BG submitted by the contractor shall be encashed or the SD shall be forfeited.
22. BEML revised General Conditions 1987 together with BEML specifications will form part of the contract. Should there be any discrepancy between the provision in the Bill of quantities and drawings, the former shall be deemed to take precedence there over.
23. NO modification or change of specifications in the bill of quantities shall normally be accepted and such changes are to be rejected.
24. EARNEST MONEY DEPOSIT: CONTRACTORS should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by Bank Demand Draft drawn in favor of the Company along with tenders. Earnest money deposit will be refunded to unsuccessful bidders under proper acknowledgement. Contractors who are already on BEML approved register and who have deposited permanent Earnest Money deposit are exempted from depositing Earnest Money as specified above to the extent PEMD value the balance amount needs to be submitted in the form of DD.

**25. SECURITY DEPOSIT :**

- a) The successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum (Excluding GST). Such Security Deposit shall not entail any interest payment on refund.
- b) The contractor on acceptance of the contract, deposit the difference between Earnest Money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.

THE options for payment of security deposit are as under :

- I. The contractor on acceptance of the contract, deposit the Security Deposit amount by way of Demand Draft/Bankers cheque drawn in the name of BEML Limited payable at KGF from any Commercial Banks. OR
- II. Bank guarantee from any Commercial bank is also acceptable for Security Deposit. OR
- III. THE Security Deposit amount may be deducted from the running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire Security deposit shall be deducted before completion of 90% of work.

Note:

- a. The contractor may choose any one of the options and inform the same in writing while submitting the tender. Failing which, it is presumed that Option-II is considered i.e. Security deposit will be furnished in the form of Bank Guarantee.
- b. In case of BG submitted towards SD it shall remain in force till the completion of work / Defect liability period+ Three months.
- c) THE above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

**26. REFUND OF SECURITY DEPOSIT :**

- a) If the contractor has submitted SD in the form of DD or Deduction from RAR bills 50% of the SD will be refunded to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects. On expiry of the defect liability period of one year or on payment of the assessment of the final bill, whichever is later, the Company on demand from the contractor will refund the balance 50% of the Security Deposit to the contractor, provided the Company is satisfied that there are no dues, outstanding against the contractor.
- b) If the Security Deposit is in the form of Bank Guarantee, after completion of the work / contract the contractor has to give fresh Bank Guarantee of 50% of the Security deposit with a validity of defect liability period+ 3months from the date of completion of the work. The earlier BG submitted will be returned to the contractor.

27. SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.

28. Running Account Remittance (RAR) :During the progress of work for each contract (each work order in case of term contract) the Contractor shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are called RAR bills and RAR payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommended payment of the bill with due adjustment for recoveries and RAR payment. Contractor has to submit tax invoice based upon the RAR bill amount

**Running Account Remittances (RAR):** During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge nominated by Chief Engineer who shall certify the rate and quantity as per the MB and prepare a statement showing the description and quantity for which he recommends payment. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work. Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.

29. **COMPLETION CERTIFICATE:** On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before the final bill is submitted. A copy of the Completion certificate should be attached to the final bill.

30. **Final bill payment terms:**

On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinised by the Engineer-in-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later

31. **MATERIALS** obtained from demolition/dismantling work shall remain with the Contractor at his own risk till such time the Contractor removes them to BEML stores or as directed within 10 days from the date of completion. If he fails to remove such dismantled materials to BEML stores or as directed within 10 days from the date of completion, the Engineer-in-charge will be entitled to remove them at the risk and cost of the Contractor.

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

The successful Contractor shall execute an agreement on a Non judicial stamp paper of requisite value and format is furnished below:

#### AGREEMENT

WORK ORDER No.....

CONTRACT FOR : .....

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

#### BETWEEN

M/S BEML Limited, a Government Company coming within the meaning of Sec 617 of Companies Act, 1956 having its Corporate Office at "BEML SOUDHA" 4th Main Road,

S.R. Nagar, Bengaluru-560 027 through its \_\_\_\_\_ [\*Designation of the authorized Official] at \_\_\_\_\_ (here incorporate the address) represented by \_\_\_\_\_ (Name of the Authorised Official) (Here in after 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 \_\_\_\_\_ (Construction of the Contractor i.e., Firm/Company/LLP. Etc) incorporated/registered (delete whichever not applicable) under the provisions of \_\_\_\_\_ Act, having its Registered Office/ Principal place of business (delete whichever not applicable) at \_\_\_\_\_ (\*Designation of the authorized Official) at \_\_\_\_\_ (here incorporate the address) represented by \_\_\_\_\_ (Name of the Authorized Official) ( here in after 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".

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

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

WHERE AS 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 condition into 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.

#### CONTRACTOR 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, Employers State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus, 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 amendment (State/Central) and rules framed thereunder from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The Contractor agrees to indemnify BEML for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

All claims arising at the instance or on account of the person employed by the contractor including but not limited to on account of wages, allowances, PF, ESI, Gratuity or compensation under the Employees compensation Act, or otherwise shall be met by the contractor on his own account and the Company shall be kept fully indemnified. Bemi 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. Bemi 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 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.

#### INDEMINIFICATION

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

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

- (a) This Agreement
- (b) Work Order and
- (c) Tender document

#### TERMINATION

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

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

#### SEVERABILITY AND WAIVER:

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

#### NOTICES

All Notices and communications shall be sent to the following addresses of the parties on 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 Party.

#### 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 here to, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

For BEML

For CONTRACTOR

Witnesses:

- 1.
- 2.

**4. CEMENT CO-EFFICIENT SCHEDULE**

Sl. No.	Description	Unit	Kg/Unit
1	Cement concrete 1:1.5:3	Cu.M	403.50
2	Cement concrete 1:2:4	Cu.M	320.00
3	Cement concrete 1:3:6	Cu.M	216.20
4	Cement concrete 1:4:8	Cu.M	170.00
5	Brick work in CM 1:6	Cu.M	49.34
6	Brick work in CM 1:4	Cu.M	63.51
7	Size stone masonry in CM 1:4 for foundation	Cu.M	89.69
8	Size stone masonry in CM 1:4 in basement and superstructure	Cu.M	80.72
9	Size stone masonry in CM 1:6 for foundation	Cu.M	62.79
10	Size stone masonry in CM 1:6 in basement and superstructure	Cu.M	56.66
11	Dubbing out average 10mm thick in CM 1:3	Sq.M	5.39
12	Dubbing out average 10mm thick in CM 1:4	Sq.M	4.31
13	Dubbing out average 10mm thick in CM 1:6	Sq.M	3.23
14	Rendering or screeding 10mm thick in brick /concrete surfaces in CM 1:3	Sq.M	6.24
15	Add or deduct from above for each 5mm thick over or under 10mm thick (CM 1:3)	Sq.M	2.58
16	Rendering or screeding 10mm thick in brick /concrete surfaces in CM 1:4	Sq.M	5.04
17	Add or deduct from above for each 5mm thick over or under 10mm thick (CM 1:4)	Sq.M	1.94
18	Rendering or screeding 10mm thick in brick /concrete surfaces in CM 1:6	Sq.M	2.58
19	Add or deduct from above for each 5mm thick over or under 10mm thick (CM 1:6)	Sq.M	1.08
20	Pointing to block in course of Ashlar or concrete block walling in CM 1:3	Sq.M	2.57
21	Pointing to block in course of Ashlar or concrete block walling in CM 1:4	Sq.M	1.86

Asst. General Manager

Contract Purchase  
BEML Ltd - EM Division