



BEML LIMITED
(A Government of India Undertaking)
32A, Bazar Road, Near Jain Mandir
Bandra (West)
Mumbai - 400 050

TENDER DOCUMENT

For

**Providing Electrical Works at BEML Regional
office, Mumbai**

Tender Document No. MKW/Electrical Works/RO/2020-1/Bandra

DATE OF SUBMISSION 02.03.2020 BEFORE 14:00 HRS

ISSUED BY

The Regional Manager
BEML Limited,
(A Government of India Undertaking)
32A, Bazar Road, Near Jain Mandir
Bandra (West)
Mumbai - 400 050




Signature of the Issuing Officer with seal

Signature of the Contractor(s) with seal

BEML LIMITED
(A Government of India Undertaking)
32A, Bazar Road, Near Jain Mandir
Bandra (West)
Mumbai - 400 050

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Date:20.02.2020

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Note:

1. The tender documents from Serial Page No: 01 to 26 shall be duly filled, signed along with the company seal and forwarded along with the requisite documents as per the technical bid.
2. Commercial bid shall be submitted to BEML for srl 10, **in sealed Envelope.**
3. The Commercial bids of technically qualified tenderers/bidders shall be considered for opening.



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INVITATION FOR TENDER

Sub: Tender For "Providing Electrical Works at BEML Regional office, Mumbai".

BEML Limited invites tenders for the subject work in Two bid system (Part 'A'- Technical bid & Part 'B'-Commercial bid) through Manual Tendering.

2. Earnest Money Deposit: You are requested to submit original Demand Draft/Bankers Cheque for Rs 3000/- (Rupees Three Thousand Only) in favour of "BEML LIMITED, Mumbai" payable at Mumbai, in a sealed envelope superscripting the name of work, towards Earnest Money Deposit on or before the closing date & time of the tender to the office of "The Regional Office, BEML Regional Office, 32A, Bazar Road, Near Jain Mandir, Bandra (West), Mumbai- 400 050" as part of the Technical Bid.

Tenderers shall ensure that, the Demand Draft/Bankers Pay Order towards EMD in original shall reach the above said office on or before the closing time of the tender.

Offers without EMD or EMD in the form other than the one specified or EMD with lesser amount shall not be considered and tenders will be rejected. No Interest would be paid on the Earnest Money Deposit. The EMD of the Successful bidder will not be returned and will be adjusted towards Security Deposit.

3. Completion Period: The period allowed for execution of the work is 20 Days from the date to be mentioned in the work order to be placed on the successful bidder.

4. Firms willing to participate in the tender may submit the bid against the enquiry, through Speed Post only.

5. Any queries/clarification/information/details regarding tender enquiry to be communicated only through email Id: mumbai@rm.beml.co.in and queries/clarification/information/details will be accepted up to one week prior to the closing date of the tender.

6. Any queries related to submission of quotation may please be communicated through e-mail: mumbai@rm.beml.co.in the bidder may contact BEML at Phone No.022-26428849, 26436462.

7. The quantities shown against each item are only approximate and hence any reduction / increase thereof during the execution of work shall not vitiate the contract. The company does not bind itself to accept the lowest or any other tender.

8. The tender shall remain open for acceptance for a period of 10 days from the date of opening of tenders.

9. The tenderers shall visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.

10. Successful tenderer is required to employ qualified Engineer to supervise the work and they should be present when the work is under progress.


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11. The successful tenderer is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.
12. The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.
13. In case, the contractor / firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.
14. EMD waiver is applicable for micro and small enterprises (MSE's) registered with NSIC as per "Public procurement policy - 2012" vide gazette notification dated 26.03.2012. Contractors should submit NSIC certificate in the Pre-qualification bid. Non submission will result in disqualification.
16. Conditional tenders are liable to be rejected.

Thanking you

Yours faithfully,
for BEML Limited

**Regional Manager,
BEML Regional Office.
Mumbai.**


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DETAILS OF TECHNICAL & COMMERCIAL BID

Sl. No	Item Description	Estimated Cost (In Rs. Lakhs)	EMD Amount	Last date for submission of Tenders	Similar Nature of Work
		Completion Period		Date of opening of technical bid	
1	Providing Electrical Works at BEML Regional office, Mumbai	Rs. 2.8 Lakhs (approx.) Lakhs (Inclusive of all taxes & duties)	Rs.3000	02.03..2020 03.03.2020 Date of opening the commercial bids will be intimated to only the technically qualified Tenderers/bidders.	Electrical works
		20 Days			


Mode of submission and Documents

Sl. No.	Nature of Bid	Mode of submission	Documents required to be submitted by the bidder
A		<p>1) Manual Mode through Hard copy that should reach the BEML Regional Office, 32 A, Bazar Road, Near Jain Mandir, Bandra (West), Mumbai on or before the closing date and time of the tender.</p> <p>2) The sealed envelope of Technical bid will be opened on 03.03.2020 at 15:00 Hrs in presence of the bidders, who wish to be present at the above venue.</p> <p>3) Bids received late on account of any reason whatsoever will be rejected.</p>	<p>1. EMD: Rs 3000/- by DD</p> <p>2. Documents to be submitted by bidders to Regional Office, Mumbai as per ELIGIBILITY CRITERIA</p> <p>3. The 'Tender Conditions Acceptance Letter' (Serial Page No:10) should be signed with company seal and submitted for having accepting the tender documents and all the conditions.</p>

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Sl. No.	Nature of Bid	Mode of submission	Documents required to be submitted by the bidder
C	Commercial Bid	1) Through sealed envelope. 2) The commercial bids of only the shortlisted/qualified Contractors will be opened.	Duly filled Bill of Quantities,


 मुंबई
 MUMBAI
 BEML LIMITED

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ELIGIBILITY CRITERIA OF TECHNICAL BID

In the Technical Bid, the firm has to furnish the following details / documents with regard to their experience etc:

CREDENTIALS i.e., EXPERIENCE / FINANCIAL STATUS ETC.

1. Intending Tenderers/bidders who meets the following eligibility criteria may quote for the tender.
2. **Financial Position:** Average Annual financial turnover during the last Two (2) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost. (i.e. Rs.0.84 L)
3. **Experience:** Experience of having successfully completed similar works (**Electrical works**) during last One (01) year ending last day of month previous to the one in which applications are invited should be either of the following:
 - (i) One similar completed works costing not less than the amount equal to 40% of the estimated cost. (i.e. Rs.1.12 L)
 - Or
 - (ii) Two similar completed works costing not less than the amount equal to 20% of the estimated cost. (i.e. 0.56 L)

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

4. **Description of Work:** Providing Electrical Works at BEML Regional office, Mumbai.

REQUIREMENTS OF TECHNICAL BID

5. **Details of Annual financial turnover during the last one (1) year, ending 31st March 2019.**

Financial Year	2018-19
Annual turnover (Rs in Lakhs)	
Profit / Loss (Rs in Lakhs)	

IT Returns should be submitted as proof.

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6. Details of having successfully completed similar works (Electrical works) during last Seven (01) years ending last day of month previous to the one in which applications are invited from any Government/Public Sector Undertakings/Large Private Organizations.

Sl. No.	Name & Address of Client	Value of work & W.O. No.	Stipulated date of start	Stipulated date of completion	Actual date of completion	Completed value of work

NOTE: Copies of the work order and completion certificate/letter issued by respective clients shall be submitted along with the technical bid

7. **Contractor Shall have Valid Electrical Contract License from the Concerned Authority and submit the same along with the Technical bid**

8. **Earnest Money Deposit:** You are requested to submit original Demand Draft/Bankers Cheque for Rs 3000/- (Rupees Three Thousand Only) in favour of "BEML LIMITED, Mumbai" payable at Mumbai, in a sealed envelope superscripting the name of work, towards Earnest Money Deposit on or before the closing date & time of the tender to the office of "The Regional Office, BEML Regional Office, 32A, Bazar Road, Near Jain Mandir, Bandra (West), Mumbai- 400 500" as part of the Technical Bid.

8. The bidders are required to mention and submit copies of the following:

(i) Please quote your PAN/GIR No.
(Copy of PAN/GIR issued by the IT Authorities shall be scanned and uploaded along with the technical bid)

(iv) Please quote your GST No.
(Registration Certificate issued by the GST Authorities shall be submitted along with the technical bid)

(v) Electrical License Number and validity date



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(vi) Please quote your Bank Account No. for Bill Payment including Bank Code for ECS (Copy of Cheque leaf shall be scanned and uploaded along with the technical bid)

a) Name of the Bank

b) Type of Account

c) Branch, Place

d) Bank Code No.

e) MICR No.

(viii) EMD details: Amount, DD No & date

10. The commercial bids of the tenderer who have submitted the satisfactory documentary evidence for the above requirements shall be opened. The commercial bids of other tenderer i.e., who does not qualify in the Technical requirements will not be opened and EMD shall be refunded.



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TENDER CONDITIONS ACCEPTANCE LETTER
 (to be given on the Firm's Company letter head)

To,
 M/s. BEML Ltd,
 32A, Bazar Road
 Near Jain Mandir
 Bandra (West)
 Mumbai.

Dear Sir,

Sub: Acceptance of terms and conditions of the tender

Tender Reference No MKW/Electrical Works/RO/2020-1/Bandra.

1. I/We have obtained the tender documents for the above mentioned "Tender/Work through Enquiry namely **"Providing Electrical Works at BEML Regional office, Mumbai"**.

As per your Enquiry.

2. I/ We hereby certify that I/We have read entire terms and conditions of the tender documents from the page No.01 to 27 Which form the part of Contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum's issued from time to time by your department/organization to have also been taken into consideration while submitting this acceptance letter.

4. I/We hereby unconditionally accept that the tender conditions of the above mentioned tender documents / corrigendum's in its totality/entirety.

5. In case any provision of this tender are found violated, your department / organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Date:

Signature of the contractor

Name _____

Address _____

Phone No. _____



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REVISED TENDER AND GENERAL CONDITIONS

To:

M/s. BEML Ltd,
32A, Bazar Road
Near Jain Mandir
Bandra (West)
Mumbai.

Sir,

1. I/We, the undersigned, do hereby tender to execute and fully complete the whole of the work set forth and described in the General Conditions, Specifications, Schedule of Prices and Bill of "Providing Electrical Works at BEML Regional office, Mumbai" in accordance with the terms, conditions and obligations therein contained.

I/We, further agree to add to or deducting from contract sum, as the case may require, The net value of all deviations (additions and deductions) including non tendered items, of the value of work completed, shall not exceed 10% of the approved contract value / of any individual item, indicated in schedule A & BOQ. The value of such additions and deductions being calculated upon the prices for similar work set forth in the accompanying Bill of Quantities, or if similar work in the opinion of the Officer in charge be not included in the Bill of Quantities then upon the price set forth in the Schedule of Prices attached hereto or as otherwise provided in the Clause-15 of the General Conditions.

I/We, also herewith send Rs 3000/- by Receipt/Draft as Earnest Money as required and to enter further into a contract with the Company for the execution of the said works in conformity with the aforesaid General Conditions, Specifications, both preliminary as well as Standard Schedule of Prices, and Bill of Quantities and the Schedule accompanying to all of which I/We hereby give.....assent and concurrence.

I/We, also undertake to complete and hand over the same in a satisfactory manner to the BEML Limited, or its authorized representative within the period stipulated from the date of commencement of the work in accordance with Para-8 of General Conditions of the Contract, signed, sealed and delivered by the said This.....day of..... Two Thousand and Twenty in the presence of:



Yours faithfully,

(SIGNATURE)

WITNESS:

- 1.
- 2.

Home address of the Contractor/Business Address:

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GENERAL CONDITIONS

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

1. **INTERPRETATION CLAUSE :**

In these General Conditions and the Specifications attached, the word 'COMPANY' shall be held to mean 'BEML LIMITED', the word 'CONTRACTOR' shall be held to mean one or more contractor or contractors jointly or generally engaged in the works to which these General Conditions and the specifications relate, and shall include his/their heirs, executors and administrators. The word 'OFFICER-IN-CHARGE', shall be held to mean a Member of the staff of the BEML to supervise the work. The expression 'SITE OF WORKS', shall be held to mean the extent of land which the Company places at the disposal of the Contractor from time to time for the purpose of executing the contract works.

2. **SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER :**

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

3. **CONTRACTOR TO EXECUTE CONTRACT WITH THE COMPANY :**

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

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

The contractor shall not assign or make over the contract to any other person, or underlet it, or make a sub-contract with any workmen or workman for the execution of any part of work(s), but shall employ his own workmen for the labour thereof, who shall be paid by him in wages by the day. And in case the Contractor assigns or makes over the contract, or underlet or make sub-contract, contrary to this clause or either himself or his agents give any gratuity to any employee of the Company, the company shall be at liberty to terminate the contract.



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5. **TENDER OR AGREED RATE :**

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

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

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

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

The Contractor having signed the contract, the Officer in-charge 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 Officer in charge may direct.

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

9. **SETTING OUT WORKS AND NOTICES :**

The Contractor shall set out the whole of the works and be responsible for the correctness of the several works, according to the drawings if any and written instructions of the Officer-in-charge. Also, to take control and shall be responsible of the electric cables and other things which may be in any way affected by the execution of the contract work.

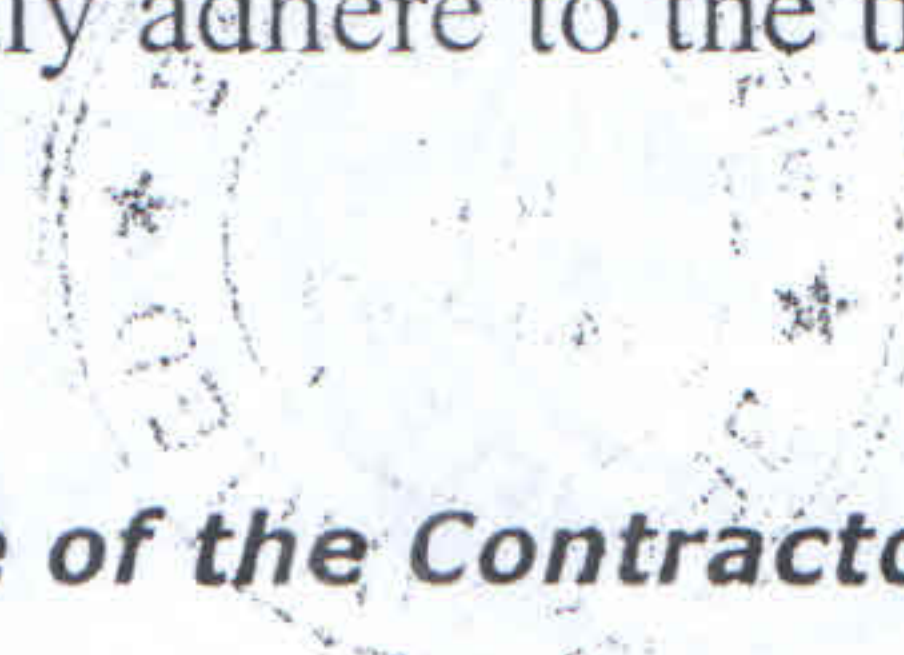
10. **TIME OF WORKING (APPLIES ONLY FOR FACTORY AREA) :**

As the entry and exit of the workmen into the work area is controlled by the Security Authorities, the contractor should strictly adhere to the timings of entry

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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 during day, but no work shall be carried on in the night without the knowledge and sanction of the Officer-in-charge.

12. MATERIALS INSPECTION:

All the materials to be used in and on every part of the works shall be subjected to inspection from time to time as the Officer in charge may direct. If, at any time, any materials so inspected is not equal to the bidded brand/quality, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefor, but in the absence of any specified test, the decision of the Officer-in-charge shall be final as to whether the said material or materials shall be used or forthwith removed and other materials substituted.

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

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

14. 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.

15. 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 Officer-in-charge to do so and shall not resume the work thereon until so directed in writing by the said Officer. The Contractor shall be allowed by the Officer an Extension of time (not less than the period of

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suspension) for completion of the work. The contractors shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

16. WORKS TO BE EXECUTED IN APPROVED MANNER :

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

17. 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 Officer-in-charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the contractor fails to do so, or neglect to provide proper and sufficient materials, or to employ a sufficient number of workmen to execute the work, then the company shall have full power, without vitiating the contract, to take the works wholly or in part out the hands of the contractor to engage or employ any other person or workmen to procure all requisite materials and implements for the due execution and completion of the said works, and the cost and charges incurred by the company in so doing shall be ascertained by the Officer 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.

18. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED :

The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the company or on the places where the operations are being carried out in connection with the works, which in the judgment of the Officer-in-charge is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended ~~by the contractor~~ at the cost of the contractor forthwith, or within such period or periods as the Officer-in-charge may direct, and the contractor shall pull down,


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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 Officer-in-charge. In case the contractor neglects or refuses to remove such materials or comply with such directions it shall be lawful for the Officer, on behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish, so objected, to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Officer 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.

19. EMERGENCY POWERS :

In the event of any accident or failure occurring in or on the works, which, in the opinion of the Officer-in-charge requires immediate attention during execution of work the company may by their own or other workmen make necessary works at the expenses of the contractor.

20. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

The Contractor shall, at his own expense, ensure that all safety precautions are followed as may be necessary, electric cables and other things which may be disturbed, exposed or injured during the execution of works or in consequence of the execution of the works. The Contractor shall at his own expense restore all such, electric cables, supply and connections. Also, Contractor shall be responsible for all cost & consequences of his workmen during the execution and completion of work.

21. ROYALTIES:

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

22. 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.

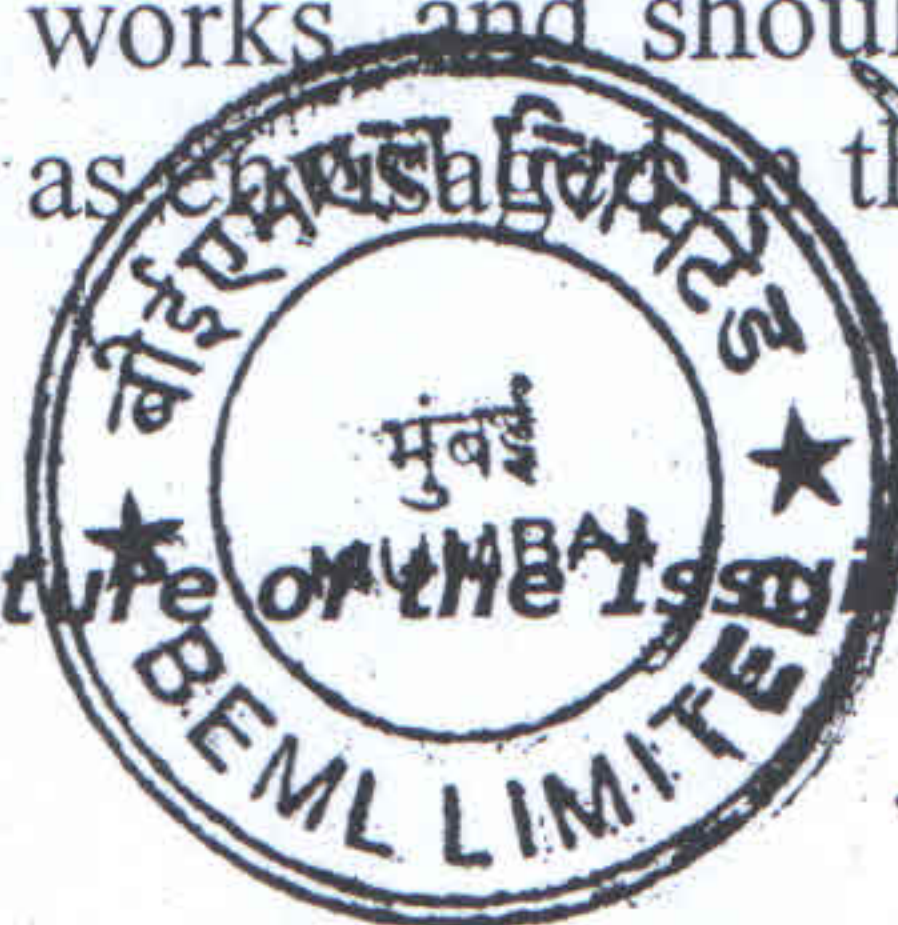
23. COMPANY'S PLANT:

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.

24. SCOPE OF COMPLETION:

Completion includes completion of all work in accordance with the plans and specifications, removal of all waste materials accumulated during execution of works and should ensure proper supply of Electricity and functioning of all points as specified in the work order and also for levelling of walls wherever damaged.

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25. **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 ensure and provide at all times during the progress of work proper supply, so as to not to affect the electric supply to other floors.
- 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.

26. **DISPUTE RESOLUTION AND JURISDICTION:**

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

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

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


Signature of the Issuing Officer with seal




Signature of the Contractor(s) with seal

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REVISED SPECIAL CONDITIONS

1. The tender shall remain open for acceptance for a period of 10days 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 Electrical works to be at the work spot throughout the period to ensure correct undertaking and execution of the work as per drawings and specifications.
4. Provision shall be made during the progress of work for embedding Electric conduits etc., wherever necessary as directed.
5. Care shall be taken in execution of work not to damage existing structure etc., coming in the way of works. If any damage is caused in the lines, the cost of replacing or repairs shall be borne by the contractor.
6. CONTRACTOR(S) shall provide himself/themselves with requisite number of Tools, meters and testing equipments, etc., required for the complete satisfactory execution of work.

7. **TAXES:**

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

8. THE Contractor shall agree to execute the work progressively in co-ordination with the concerned officers or as directed by Officer-in-charge.

VALUATION OF DEVIATIONS :

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

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

9. **PROVISION OF FITTING/FIXTURES OF DIFFERENT MAKE:**

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

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

11. **EXTENSION OF TIME:**

Time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Officer-in-charge 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 Officer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

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

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

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

12. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS**

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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 three days delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- where the contractor fails to complete the work within the stipulated time;
- where the extension of time is granted with levy of LD;
- 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.

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

13. FORE-CLOSURE OF CONTRACT:

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

- BEML revised General Conditions together with BEML specifications will form part of the contract. Should there be any discrepancy between the provision in the Bill of quantities and drawings, the former shall be deemed to take precedence there over.
- No modification or change of specifications in the bill of quantities shall normally be accepted and such changes are to be rejected. Acceptance of such deviations shall be at the discretion of the Officer-in-charge.

16. EARNEST MONEY DEPOSIT:

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

In case, the contractor/firm after quoting, withdraws from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD/ SD, as the case may be, will be forfeited. No interest amount is payable on EMD. EMD of successful tenderer will be adjusted towards SD clause as per para 17 of Revised Special conditions.

17. SECURITY DEPOSIT:

The successful tenderer shall be required to furnish security deposit for the fulfillment of contract and amount shall be 5% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

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

(i) The contractor shall within 15 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.

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

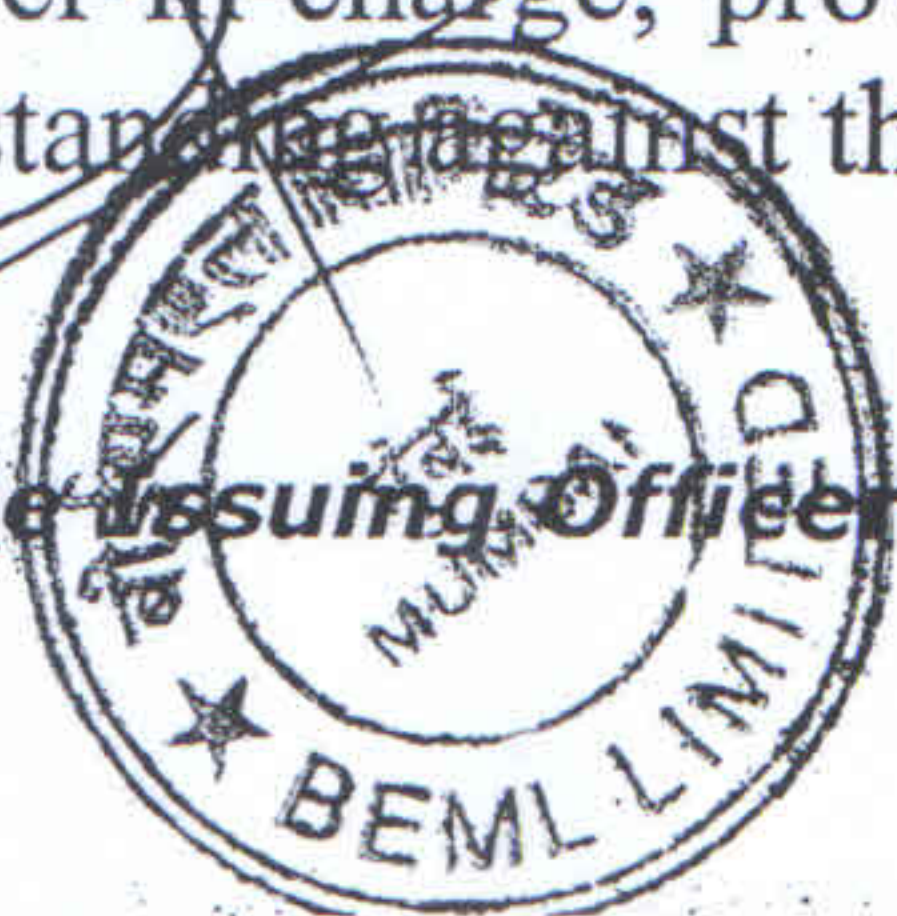
(iii) Security Deposit amount shall be deducted from the bills of the contractor at the rate of 5% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

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

18. REFUND OF SECURITY DEPOSIT

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. 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 Officer-in-charge, provided the Officer-in-charge is satisfied that there are no dues outstanding against the contractor.

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19. TERMS OF PAYMENT

50% payment will be released on completion of wiring & installation of Switch Board Boxes and on submission of bill to that effect, duly certified by the officer in-charge.

20. COMPLETION CERTIFICATE:

As soon as the Contractor completes the work assigned to him the same shall be inspected and if found satisfactory shall be taken over by the Officer-in-charge. A "Completion Certificate" shall be issued to the contractor within 10 days from the date the contractor has given request for the same. If there are minor defects which can be rectified even after the works has been taken over, the defects shall be listed out and the contractor shall be asked to rectify the same before the final bill is submitted. The final bill along with the completion certificate duly certified by the Officer-in-charge shall be submitted to Finance Department for payment. The completion certificate shall have the following details:

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

21. FINAL BILL:

On completion of the work, a final bill (for 50% of amount so remaining due) shall be submitted by the contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Committee to see that the execution of work is complete and the claim is in order.

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

- Original Completion certificate
- No claim certificate duly signed by the contractor
- Contract Agreement
- Revised estimate as duly approved by Competent Authority.
- Any other documents which are specified by the Management from time to time.

The Officer in-charge has to certify in the work Completion certificate, that the work is executed in conformity with the contract specification, drawings and other conditions. The final bill duly checked and co-ordinated by the Committee/Officer-in-charge shall be sent to the Finance Department along with the documents stated above.


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22.


DEFECT LIABILITY PERIOD:

The period of maintenance for the subject work shall be **TWO MONTHS**.

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

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

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


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PARTICULAR SPECIFICATIONS

1. GENERAL:

These particular Specifications are to be read as per the following:

- (a) Bill of Quantities
- (b) Particular specifications

2. SCOPE OF THE CONTRACT:

THE contract comprises full, final and entire completion of Subject Work all as shown in Schedule-A and as described in these Particular Specifications and detailed in the drawings given in the list of drawings enclosed hereto and also subject to the General and Special Conditions of Contract. The work shall be completed in stipulated period.

THE time for completion is to be reckoned from the date of commencement mentioned in the Work Order.

3. CLEANING DOWN:

THE contractor shall clean all the walls, glass panes, fittings and fixtures, etc., and carryout all other necessary items of work in connection therewith and leave the whole premises clean and tidy before handing over the premises after completing the electrical works.


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Acceptable brands of material to be used in the work		
Srl no	Item	Brand/Make
1	Switches	Anchor Roma
2	PVC Conduit Pipe	Supreme / Finolex
3	PVC Insulated Copper Wire	Polycab
4	DB & MCB	L&T / Havells / Indoasia
6	Light/Fixtures	Phillips / Wipro / GE / Crompton Greaves
7	Cables	Polycab / Havells



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**MUMBAI REGIONAL OFFICE
BILL OF QUANTITIES**

Sl.No.	Details	Qty	Unit
A	POLYCAB WIRES		
1	Supply of 6mm Polycab wire (Red, Black, Blue, Yellow, Green)	350	mtr
2	Supply of 4mm Polycab wire (Red, Black, Green)	500	mtr
3	Supply of 2.5 mm Polycab wire (Red, Black, Green)	400	mtr
4	Supply of 1.5 mm Polycab wire (Red, Black, Green)	600	mtr
6	Supply of CAT 6 Wire For Internet	610	mtr
B	MCB & DISTRIBUTION BOARD INSTALLATION		
1	Supply of 16 Way TPN Indoasian DB	1	No
2	Supply of 4 Pole 63 Apm MCB	3	No
3	Supply of 1 Pole MCB 32 Amp, 25 Amp, 20 Amp, 16 Amp	35	Nos
C	SWITCH, SOCKETS BOARDS ANCHOR ROMA		
1	Supply of 12m, 8m, 3m, 2m Plates	1	Lot
2	Supply of 12m, 8m, 3m, 2m Box	1	Lot
3	Supply of 15 Amp Sockets	30	Nos
4	Supply of 5 Amp Sockets	50	Nos
5	Supply of 6 Amp Switch	130	Nos
6	Supply of Fan Regulator	20	Nos
7	Supply of Telephone Jack	55	Nos
8	Supply of 19mm Precision Conduita. Cement, sand & POP	1	Lot
9	Supply of 25mm & 19mm Modi Casing Patti	1	Lot
D	Labour Charge for :		
	Ground Floor to 2nd Floor All Switch Boards Concealed fittings, All wiring concealed in PVC Conduit, AC Wiring, Geyser Wiring, Fan wiring, Tube Light Wiring & Fitting, UPS Separate wiring, Internet & Telephone point on all Switch Boards, 16 way DB concealed fittings & Connections, Meter Board to 1st Floor main line wire laying in PVC Conduit & Connection, Remove old switch Boards & fitting new Switch Box & plates, 2nd Floor to 1st Floor Window AC Shifting, Removal of old casing patti & Wiring fitting new casing patti & wiring at Ground and 1st Floor.	3	Floors




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SCHEDULE 'A'

Electrical works at Bandra Office, No. 32, Bazar Road, Bandra West.

GROUND FLOOR:

Concealing of all existing connections by removing pattis and chipping of wall and conceal upto switch boards, levelling of walls with cement & POP to bring in finished surface and applying Distemper touch up.

FIRST FLOOR:

Providing Electrical supply by laying cable from the Meter Box at Ground floor to the distribution Board at First floor, complete with MCB/Isolators and fixing of Switch Boards with Fan Regulators, Light Points, supply sockets with corresponding switches at eight/Nine points, with complete wiring with concealment and complete with surface finishing by using cement/POP along with Distemper touch up. To provide wiring complete for 4 ACs, and if required to shift ACs from Second floor to first floor, provision for Telephone and internet cable, Geyser Point complete with necessary switches DPs etc.

Second Floor:

To install distribution Board and connect the existing supply through it.

Additional:

To replace the existing conduit pipes running from Meter board upto terrace right through staircases with new conduit pipes and fix it properly.

To provide light point at all three floors at stairways, and provision of light point to terrace.

Any other works if required and consented by Officer in-charge.

Signature of the  Officer with seal

Signature of the Contractor(s) with seal