



BEML LIMITED

(Schedule 'A' Company Under Ministry of Defence, Govt. Of India)
Regional Office, #3-6-114, St No: 18, Himayatnagar, Hyderabad- 500 029.

Phone: 040-29887924 / 29881735. FAX: 040-23221794

Tender No: 6300039083

Date: 30-08-2024

TENDER DOCUMENT

FOR

**ENGAGING CIVIL / ARCHITECTURAL & DESIGN CONSULTANCY SERVICES
FOR CONSTRUCTION OF INDUSTRIAL SHED FOR BD80 DOZER SERVICING
AT SERVICE CENTRE, INDUSTRIAL AREA, MOULA ALI, HYDERABAD**

TENDER DOCUMENT NO. 6300039083

LAST DATE FOR SUBMISSION OFFER : 10-09-2024 BEFORE 16:00 HRS

**ISSUED BY
THE REGIONAL HEAD
3-6-114, STREET NO: 18, HIMAYAT NAGAR
HYDERABAD -500 029
TELANGANA, INDIA**

Signature of the Contractor(s) with seal

BEML LIMITED

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Note:

1. The bidders shall download the complete set of tender documents. The tender documents from Serial Page No: 01 to 18 shall be duly filled, signed along with the company seal, scanned and upload the requisite documents as per the technical bid in 'C-Folder Technical Attachments' in the SRM system.
2. Commercial bid shall be submitted on BEML SRM platform.
3. The Commercial bids of technically qualified bidders shall be considered for opening.



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INVITATION FOR TENDER

Sub: Tender for "ENGAGING CIVIL / ARCHITECTURAL & DESIGN CONSULTANCY SERVICES FOR CONSTRUCTION OF INDUSTRIAL SHED FOR BD80 DOZER SERVICING AT SERVICE CENTRE, INDUSTRIAL AREA, MOULA ALI, HYDERABAD".

INTRODUCTION:

BEML intends for taking up following civil work for construction of industrial Shed of length (80 ft) x Width (35 Ft) x Height (25 Ft) at our service center at PLOT B14 & B23, TSIIC Industrial Estate, Moula Ali, Hyderabad.

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

2. Earnest Money Deposit (EMD):

a) EMD amount of Rs. 2000/- can be paid online or can be submitted in the form of Account Payee Demand Draft / Banker's Cheque. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

DETAILS OF ONLINE PAYMENT: BANK: STATE BANK OF INDIA

ACCOUNT NO.: 10287201150

IFSC: SBIN0001880 (OR)

PAYMENT OF EMD AMOUNT THROUGH DD / BANKER'S CHEQUE:

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

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 2000 /-.

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

OR

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Payment of EMD amount through DD / Banker's Cheque:

b) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs. 2000/- (Rupees Two thousand Only)** drawn in favor of BEML Limited, Hyderabad payable at Hyderabad.

c) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly super scribing the **Tender No. 6300039083 dated 30.08.2024, Closing date 10.09.2024 Time 16:00 Hrs.** at the top of the envelope.

Please attach the details duly filled-up for refund of EMD amount (for bidders who do not qualify in the Technical Bid) in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

THE MANAGER (Service Centre)
PLOT NO: B-14 & B-23, TSIIC INDL AREA,
MUSI NAGAR, MOULA ALI,
SECUNDERABAD -500 040

Alternatively, it can also be dropped in the Tender Box kept at Service Centre.

d) The bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidders shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- EMD lesser than Rs. 2000/- (Rupees Two Thousand Only) will not be accepted and the quotation is liable to be rejected.

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- d) EMD of technical disqualified bidders will be returned.
- e) EMD does not carry any interest on return.
- f) Pre-qualification and technical bids shall be opened **on closing** date i.e. 10.09.2024 @ 16.00 hrs
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

Bidders 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.

3. **Completion Period:** The period allowed for execution of the work is till completion of project in all respects and details as per the Clause 12 (Scope, time and payment schedule) of Terms and Conditions from the date to be mentioned in the work order to be placed on the successful bidder.

4. The intended bidders willing to participate in the tender may contact through **e-mail: admin.srm@beml.co.in** to obtain the user name and password for submitting the bids. The bidders have to submit their quotation ON LINE THROUGH SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PLATFORM. All corrigendum, addenda, amendments, time extension etc., if any to the tender will be hosted on BEML website www.bemlindia.in only. Bidders shall regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the newspaper in this regard.

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

6. Any queries related to submission of quotation may please be communicated through e-mail: admin.srm@beml.co.in or the bidder may contact BEML SRM team at **Phone No.080-22963269, 22963141.**

7. **DIGITAL SIGNATURE:** To participate in this e-tender, the bidders shall have a valid class III Digital Signature issued by Authorized Certifying Authority to submit bid in our SRM e-procurement system.

8. The company does not bind itself to accept the lowest or any other tender.

9. The tender shall remain open for acceptance for a period of **90 days** from the date of opening of tenders.

10. The intended bidders may visit the site and acquaint themselves with the conditions of the site prior to submission of tenders and no claims will be entertained later on the grounds of ignorance.

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11. The successful bidder 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 Successful consultant/firm after quoting withdraw from the tender or refuse / delay in commencing the work or stop the work abruptly, their EMD will be forfeited.

14. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from Competent Authority.

Note: Bidders shall ensure that their EMD (DD/EMD Exemption certificate) is dispatched well in advance so that it reaches this office before the time and dates stipulated. Request will not be entertained for late receipt.

15. Conditional tenders are liable to be rejected.

Thanking you

Yours faithfully,
for BEML Limited

**REGIONAL HEAD,
Hyderabad**

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Details of Technical and Commercial bid

Sl. No	Item Description	Estimated Cost (In Rs. Lakhs) for consultation	EMD Amount (In Rs.)	Last date for submission of Tenders	Similar Nature of Work
		Completion Period		Date of opening of technical bid	
				Date of opening	
1	Tender for "ENGAGING CIVIL / ARCHITECTURAL & DESIGN CONSULTANCY SERVICES FOR CONSTRUCTION OF INDUSTRIAL SHED FOR BD80 DOZER SERVICING AT SERVICE CENTRE, INDUSTRIAL AREA, MOULA ALI, HYDERABAD	Rs. 1.00 Lakhs (Inclusive of all taxes & duties)	Rs. 2000/-	10/09/2024 at 16:00 Hrs. 10/09/2024 at 17:00 Hrs. Date of opening the commercial bids will be intimated to only the technically qualified Tenderers/bidders.	Architectural & Structural Design Consultancy
		Till Completion of work in all respects			

Mode of submission and Documents

Sl. No.	Nature of Bid	Mode of submission	Documents required to be submitted by the bidder
A	PRE-QUALIFICATION BID	1) Manual Mode through Hard copy that should reach the Sr. Manager- Service, Plot No B14 & B23, TSIIC-IDA Moula-Ali Hyderabad-500 040 on or before the closing date and time of the tender. OR THROUGH ONLINE MODE – NEFT / RTGS 2) The sealed envelope of Prequalification bid will be opened on closing date 10/09/2024 at 15:00 Hrs in presence of the bidders, who wish to be present at the above venue.	EMD: Rs 2,000/- by DD / ONLINE MODE / NEFT / RTGS as per details given in page no 03

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		3) Pre-qualification bid received late on account of any reason whatsoever will be rejected.	
B	Technical Bid	1) Through e-mode / BEML SRM Platform wherein Tenderers/bidders to submit their technical bids will be opened on closing date 10/09/2024 at 17:00 Hrs. in presence of the bidders, who wish to be present at the above venue.	The complete tender documents shall be duly filled, signed along with the company seal, scanned and upload the requisite documents as per the Eligibility Criteria in 'C-Folder Technical Attachments' in the SRM system
C	Commercial Bid	1) Through e-mode / BEML SRM Platform. 2) The commercial bids of only the shortlisted / qualified bidders will be opened.	Commercial bid shall be submitted on BEML SRM platform only. If any bidder submits / uploads price details along with technical documents, will be summarily rejected without any further correspondence

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.

- Financial Position:** Average Annual financial turnover during the last Three (3) years, ending 31st March of previous financial year, should be at least 30% of estimated cost. (i.e.30% of Rs. 30,000.00).

Details of Annual financial turnover during the last three (03) years, ending 31st March of the previous financial year.

Financial Year	2021-22	2022-23	2023-24
Annual turnover (Rs in Lakhs)			
Profit / Loss (Rs in Lakhs)			

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2. **Experience:** Experience of having successfully completed similar works **(Civil/Architecture/Interior Design Consultancy)** during last Seven (07) years ending last day of month previous to the one in which applications are invited should be either of the following:
- (i) Two similar completed works costing not less than the amount equal to 30% of the estimated cost. (ie., each work costing Rs. 30,000/-)
- Or**
- (ii) One similar completed work costing not less than the amount equal to 50% of the estimated cost. (ie., each work costing Rs. 50,000/-)

Details of having successfully completed similar works **(Civil / Architecture & Structural Design Consultancy)** during last Seven (07) years ending last day of month previous to the one in which applications are invited from any Government/Public Sector Undertakings/Large Private Organizations with Certificates.

NOTE: Copies of the completion certificate issued by respective clients shall be scanned and uploaded along with the technical bid. If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate. Order / PO Copies to be submitted.

3. **Earnest Money Deposit:** Bidders are requested to submit original Demand Draft/Bankers Cheque for Rs.2000/- (Rupees Five Thousand Five hundred Only) in favour of "BEML LIMITED, Hyderabad" payable at Hyderabad, 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 Sr. Manager (Service), Plot No:B-14 & B-23, TSIIC INDL AREA, MOULA ALI, SECUNDERABAD-500 040" as part of the Pre-Qualification Bid.

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.

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from Competent Authority.

Note: Bidder shall ensure that their EMD (DD/EMD Exemption certificate) is dispatched well in advance so that it reaches this office before the time and dates stipulated. Request will not be entertained for late receipt.

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

- (i) Registered Member of Council of Architecture
(A valid registration Certificate to be uploaded

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and original to be produced on request – please refer clause 01 and 02 of Terms and Condition)

- (ii) Please quote your PAN/GIR No.
(Registration Certificate of PAN/PAN Card/GIR issued by the IT Authorities shall be scanned and uploaded along with the technical bid)

- (iii) Please quote your GST No.
(Registration Certificate issued by the GST Authorities shall be scanned and uploaded along with the technical bid)

- (iv) EMD details: Amount, DD No & date

5. 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.

The scope of work will also include the following –

1. Preparation of plan and detailed / structural drawings and BOQ with MES and Market rates for construction of shed.
2. Supervision of the construction activity of the above works which helps us to ensure the quality of the material as per the specifications.
3. Checking hidden measures (viz. foundation depth and other measurements which cannot be checked after foundation is laid)
4. Verification of RAR bills and Verification of final measurements and final bill

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General Details

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

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

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers: - IFSC Code: Banker's Name: - Branch Name: Address: - Contact Number: -

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on the Firm's Company letter head and to be uploaded along with technical bid)

To,
The REGIONAL HEAD,
3-6-114, Street NO: 18, Himayath Nagar
Hyderabad -500 029

Dear Sir,
Sub: Acceptance of terms and conditions of the tender
Tender No. 6300039083 Dated: 30.08.2024

I/We have downloaded / obtained the tender documents for the above-mentioned Tender/Work from the website(s) namely 'Tender for ENGAGING CIVIL / ARCHITECTURAL & DESIGN CONSULTANCY SERVICES FOR CONSTRUCTION OF INDUSTRIAL SHED FOR BD80 DOZER SERVICING AT SERVICE CENTRE, INDUSTRIAL AREA, MOULA ALI, HYDERABAD', as per your advertisement given in the above-mentioned website(s).

- 2.I/ We hereby certify that I/We have read entire terms and conditions of the tender documents from the page No.01 to 18 Which form the part of Contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.
3. The corrigendum 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 in its totality/entirety.
5. In case any provision of this tender is 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 Successful consultant

Name _____

Address _____

Phone No. _____

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TERMS AND CONIDITIONS

- 1.The individual applicant should be an Civil/Architect/Planner/Structural designer should have been registered with relevant Council of India.
- 2.If the Applicant is an Architectural/Planner of Proprietary or Partnership Firm/ Company /Engineering consultancy firm, it should have been registered in India and the lead Architect/Planner/Structural designer should have been registered with relevant Council of India.
3. The intending bidder must read the terms and conditions of the tender document carefully. The intending bidder should submit his/their bid only if she/he/they consider(s) himself/themselves eligible and she/he/they is/are in possession of all the documents required.
4. The intending bidders in their own interest are advised to submit online/offline their bid well in advance and avoid last minute rush in submission of their bid. BEML Limited will not be responsible for non-receipt of submission of bid whatsoever the reason may be.
5. All plans /schematic designs, specifications, drawings etc., shall conform to the various IS code, norms, local bodies/ panchayat acts wherever applicable.
6. The successful consultant shall make weekly progress report on each of the activity running and indicate the % of work completed and submit the same to BEML Ltd.,
- 7.All working drawings submitted should indicate with certification, as "PASSED FOR EXECUTION"
8. The successful consultant shall inspect the work at site till the completion of the project and render any technical advice to execute the work and attend the coordination meeting whenever called for.

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12. SCOPE, TIME AND PAYMENT SCHEDULES:

The schedule of payment of fee to Successful consultant shall be as follows: -

Sl No	Description	Time Schedule	Payment Schedule
1	The consultant shall submit layout plan in 2D, for discussion & approval by BEML.	07 Days from the Schedule date of commencement of work as per PO	10% of the total Contract value shall be paid on completion of jobs mentioned at sl. nos (1) & (2)
2	Submission of final layout with modifications if any suggested by BEML in layout	Within 03 Days from finalization of layout plan by BEML	
3	Preparation and submission of item wise Cost estimate based on latest MES SSR, market rate with detailed specifications & BOQ, drawings for incorporation in tender & coordination for post-tender process (identifying AHR, ALR rates of L-1, rate justifications for finalization of contract on L-1). Note: Wherever rates are not available in MES SSR, prevailing market rates may be adopted for cost estimate	Within 07 Days from submission of final layout	10% of the total Contract value shall be paid on completion of job
4	Preparation and submission of Good for construction drawings as hard copy (02 copies, A3 size paper, colour) and soft copy (both in Autocad & PDF) viz., plans, sections of civil & structural works, layouts of electrical, plumbing, fire alarm systems, etc. as informed by BEML	Within 07 Days on intimation by BEML that the contract is finalized for execution of job.	10% of the total Contract value shall be paid on completion of job
5	Project Monitoring: a) Consultant shall finalize the work schedule for complete work along with the executing contractor. The work schedule shall be submitted to BEML b) On intimation by BEML, the Consultant or his representative shall visit the work site (twice in a week) during progress of works & provide all necessary technical assistance/inputs/ revised drawings if any for smooth completion of work and recording	On completion of entire job as per PO placed on executing firm	70% of the total Contract value shall be paid on completion of job

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measurements of works. c) Assisting BEML for preparation and submission of running bills & final bill and certify work completion. d) Submission of AS BUILT DRAWINGS (Civil, electrical & networking, plumbing etc., - 01 hard copy, A3 size paper, colour and soft copy (both in Autocad & PDF) after completion of the work. Note: The duration of execution of work considered is 04 Months (approx..)		
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13. **SERVICES RENDERED IN PART:** -

If for any reasons, the contract for consultancy is terminated by M/s BEML, for the services rendered in part by the Successful consultant in respect of work postponed, cancelled or abandoned the remuneration payable to the Successful consultant shall be only in proportion to the services rendered by them till that date. The successful consultant shall fulfill all statutory provisions as applicable.

14. **PERIOD OF CONTRACT**

The period for the completion of the consultancy services starts from the date of issue of work order. Successful consultant to complete activities as listed for Design & Engineering services within stipulated time. On finalization / award of Construction Contract by BEML, The successful consultant shall inspect the work at site till the completion of the project and render any technical advice to execute the work (twice in a week) and attend the coordination meeting whenever called for.

15. **PAYMENT OF TAXES ETC**

The Successful consultant shall themselves be liable to pay income tax. If the Law governing the rules so require, deduction of income tax shall be made at source from payable by BEML to the successful consultant.

16. **SECURITY DEPOSIT**

The successful consultant **within 07 days** of receipt of work order will have to pay a security deposit equivalent to 10% of the work order value for consultancy work after adjusting the EMD paid by them.

The option for payment of Security Deposit is as under.

- a) The successful consultant shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's pay order drawn or certificate of deposit with any one of the scheduled Banks made in favor of company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the successful consultant.
- b) Bank Guarantee from any Scheduled Bank equivalent to the amount of Security Deposit valid for a period required by BEML Limited will also be acceptable in lieu of Cash Security Deposit.

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- c) The security Deposit amount may be deducted from the running bills of the Successful consultant at the rate of 10% or higher of the gross value of each bill. However, the entire Security Deposit amount will be withheld before completion of 90% of work.

Security Deposit shall be returned after successful completion of consultancy services and issue of completion certificate to the contractor by BEML.

17 RESPONSIBILITY OF SUCCESSFUL CONSULTANT: -

- a) The successful consultant shall ensure that the work is to be carried out as per the contract is of good quality & all work by him or his representatives is performed
- With due diligence & efficiency
 - In accordance with standard codes & sound principles of design and Engineering practices in the industry.
 - Strictly as per the agreed schedule.
- b) In the events of the Successful consultant failing to perform their duties or obligations, in any manner in time and satisfactorily, they shall compensate BEML for any loss or damage for expenses that the company may incur on account of such non-fulfillment or by any reason of any defect or inadequacy of designs, drawings, specifications, instructions on part of the successful consultants.
- c) If the successful consultant commits any breach of any terms of this contract BEML shall also be entitled to terminate the contract.
- d) The successful consultant shall further keep BEML indemnified and harmless against any claims OR liabilities arising out of eventualities in connection with the workmen OR any member engaged by OR under the control of successful consultant. BEML shall have no liability under the workmen compensation act OR any other provision of law/ statutory OR otherwise. However, any expenditure incurred by BEML in this connection shall be fully reimbursed by the successful consultant.
- e) The Successful consultant shall certify the quality of the work executed by the firm / contractor.
- f) The BEML reserves the right to modify the scope of work at any stage, without assigning any reason. No claim on this account will be entertained. Decision of M/s BEML is Final – BEML has the right to modify the Design / Drawing at any stage.

18. PENALTY FOR DELAY

Time is the essence of the contract. For the delays against time frame specified each of the activity in tender, the successful consultant shall have to pay liquidated damages of 0.5% of the part fees payable as per contract for every part week's delay subject to a maximum of 10 % of the part fees of that delayed activity.

19. EXTENSION OF TIME

Time is the essence of the contract. The consultant is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the consultant. Where the delay is due to default of the consultant, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time. Where the delay is due to default of the contractor, and if there is a financial loss due to such delay, the extension of time requires the approval of Competent Authority. In the absence of Competent Authority approval, Liquidated Damages for delay in completion of the work shall become enforceable.

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Tender No: 6300039083

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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.

20. CONTRACT AGREEMENT: -

The successful consultant is required to execute a contract agreement on stamp paper with BEML on award of contract for consultancy services, within seven days of issue of the work order. Agreement is enclosed with tender document.

21. DISPUTE RESOLUTION AND JURISDICTION:

- a. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.
- b. The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract
- c. In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.
- d. In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the Successful consultant / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the Successful consultant / concessionaire with the prior approval of the lead banker and BEML.
- e. In case the subsequent court order required refund of the money paid by BEML to the Successful consultant / concessionaire against Bank Guarantee, the amount shall be refunded by the Successful consultant / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

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22 JURISDICTIONS:

All disputes and differences between the parties in regard to this agreement or breach thereof shall be deemed to have arisen only at Hyderabad and only the court of Hyderabad shall have the jurisdiction to decide the same.

23 NON-ASSIGNMENT:

The work assigned to the successful consultant shall not be sub-let without explicit approval of the concerned authority of BEML.

24 TERMINATION OF THE AGREEMENT: -

It shall be open to the Employers to terminate this agreement forthwith by notice in writing in the event of any misfeasance OR breach by successful consultant of all OR any of the terms of this agreement OR in case of any change in the constitution of the firm. Successful consultant shall not in the event of such termination, being due to their breach of misfeasance, be entitled to any compensation OR damage against the employers on the other hand to the employers will have the right to recover from the Architects/ Successful consultant the extra cost incurred in getting the work completed by any other party. In the event of termination, the employer will be free to carry on and execute construction activities in accordance with successful consultant's drawings after making additions, alterations thereto as may be necessary.

25 INSURANCE

From the effective date of contract & for the duration of contract, the successful consultant shall take a policy covering workmen's compensation and group personnel accident for the successful consultant's staff. The successful consultant shall be responsible for payment of insurance premium against this policy & also follow up the claims that may arise out of or in connection with the same.

26 GENERALS: -

In the event of any difference of opinion arising during the course of execution of the work, between the Architect/ successful consultant and BEML, on matter relating to the specification, interpretation of drawings resulting in deviation in work to suit technical requirement etc., the decision of the BEML shall be final & binding.