



**BEML LIMITED**  
(A Government of India Undertaking)  
BEML Soudha, S.R. Nagar, Bangalore-560 027  
**(Corporate Materials)**

## **TENDER DOCUMENT**

for

Providing Auto cad as built drawings of BEML  
Soudha, Bangalore.

**Tender Document No. 6300038150**

**DATE OF SUBMISSION 08.12.2022 BEFORE**  
**14:00 HRS**

### **ISSUED BY**

The Chief General Manager (Corporate Materials)  
BEML LIMITED., Room No.1  
BEML SOUDHA, 23/1, 4<sup>th</sup> Main,  
S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India

***Signature of the Contractor(s) with seal***

**BEML LIMITED**  
(A Government of India Undertaking)  
BEML Soudha, S.R. Nagar, Bangalore-560 027  
**(Corporate Materials)**

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Date: 31/10/2022

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**Note:**

1. The tenderer shall download the complete set of tender documents. The tender documents from Serial Page No: 01 to 34 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. You are requested to submit your final amount on SRM system Items tab (excluding GST) and the break-up details (Bill of Quantities) to be uploaded as per the price bid format attached at ‘Notes and Price Attachments’. Please note that the duly filled price bid format to be uploaded only in the ‘Notes and Price Attachments’ folder. The price break-up (Bill of Quantities) uploaded will be taken into consideration for the arrival of L-1 subject to arithmetical corrections if any.
3. If the attachment is uploaded in C folders technical bid attachments, **the bid will be summarily rejected.**
4. The Commercial bids of technically qualified tenderers/bidders shall be considered for opening.

***Signature of the Contractor(s) with seal***



**BEML LIMITED**  
(A Government of India Undertaking)  
BEML Soudha, S.R. Nagar, Bangalore-560 027  
**(Corporate Materials)**  
**INVITATION FOR TENDER**

Sub: Tender For “Providing Auto cad as built drawings of BEML Soudha, Bangalore.”

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BEML Limited invites tenders for the subject work in Three bid system (Part ‘A’- Pre-qualification Bid, Part ‘B’-Technical bid & Part ‘C’-Commercial bid) through e- Tendering mode i.e BEML SRM platform.

**2. Earnest Money Deposit (EMD):**

a) EMD amount of Rs.6,000/- (Rupees Six Thousand Only) 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.

**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.6,000/- (Rupees Six Thousand Only)

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

**Or**

**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.6,000/- (Rupees Six Thousand Only)** drawn in favour of BEML Ltd, Bangalore payable at Bangalore.

c) The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate shall be submitted in **Scaled envelope** duly superscribing the **Bid Invitation No. 6300038150 dated 30.11.2022 Closing date 08.12.2022 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner 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	

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**(Corporate Materials)**

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 General Manager (Corporate Materials)  
BEML LIMITED., Room No.1  
BEML SOUDHA, 23/1, 4<sup>th</sup> Main,  
S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India

**Alternatively, it can also be dropped in the Tender Box kept at Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.**

d) 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 date stipulated. Requests will NOT be entertained for late receipts.

**General Instructions with regard to EMD:**

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs.6,000/- (Rupees Six Thousand Only) will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidders will be returned.
- e) EMD does not carry any interest on return.
- f) Pre-qualification and technical bids shall be opened **on closing date i.e., 08/12/2022 @ 15.00hrs**
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.

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.

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BEML Soudha, S.R. Nagar, Bangalore-560 027

### **(Corporate Materials)**

**3. Completion Period:** The period allowed for execution of the work is **21 (Twenty-one) 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 contact through e-mail: [admin.srm@beml.co.in](mailto: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.com](http://www.bemlindia.com) 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 through email id: [cmpm@beml.co.in](mailto:cmpm@beml.co.in), [office.const@beml.co.in](mailto:office.const@beml.co.in) and [gmcem@beml.co.in](mailto:gmcem@beml.co.in) and queries/clarification/ information/details will be accepted up to 03 (Three) days prior to the closing date of the tender. Phone No: 080-22963260, 22963153, 22963179

6. Any queries related to submission of quotation may please be communicated through e-mail: [admin.srm@beml.co.in](mailto: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 bidder shall have a valid class III Digital Signature issued by Authorized Certifying Authority to submit bid in our SRM e-procurement system.

8. 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.

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

10. 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.

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

12. The successful tenderer is required to sign the work order prepared based on the quoted rates placed on him by the Accepting Officer.

13. The Accepting Officer reserves the right to place order as a whole or part of any item only as deemed fit.

14. 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.

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15. 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.

16. Conditional tenders are liable to be rejected.

Thanking you

Yours faithfully,  
for BEML Limited

**Chief General Manager**  
**Corporate Materials Department.**

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**DETAILS OF PRE QUALIFICATION AND TECHNICAL BID**

Sl. No	Item Description	Estimated Cost (In Rs. Lakhs)	EMD Amount (Rs)	Last date for submission of Tenders	Similar Nature of Work
		Completion Period		Date of opening of pre qualification bid	
				Date of opening of technical bid	
				Date of opening of commercial bid	
1	Providing Auto cad as built drawings of BEML Soudha, Bangalore	<div>Rs. 2.75 (approx.) Lakhs (Excluding GST)</div> <div>21 Days</div>	Rs 6,000/-	<div>08/12/2022 at 14:00 Hrs</div> <div>08/12/2022 at 15:00 Hrs</div> <div>08/12/2022 at 15:00 Hrs</div> <div>Date of opening the commercial bids will be intimated to only the technically qualified Tenderers/bidders.</div>	Civil consultancy works

**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	<p>1. Online Payment of EMD amount</p> <p style="text-align: center;"><b>OR</b></p> <p>Payment of EMD amount through DD / Banker's Cheque to reach General Manager (Corporate Materials), BEML LIMITED., Room No.1, BEML SOUDHA, 23/1, 4<sup>th</sup> Main, S.R. Nagar, Bangalore – 560 027 KARNATAKA, India</p> <p style="text-align: center;"><b>OR</b></p> <p>Alternatively, it can also be dropped in the Tender Box kept at Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.</p>	<p>EMD: Rs.6,000/-</p> <p style="text-align: center;"><b>OR</b></p> <p>EMD Exemption certificate</p>

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		<p>2.The sealed envelope of Prequalification bid will be opened on closing date <b>08/12/2022 at 15:00 Hrs</b> in presence of the bidders, who wish to be present at the above venue.</p> <p>3.Pre-qualification bid received late on account of any reason whatsoever will be rejected.</p>	
B	Technical Bid	<p>1) Through e-mode / BEML SRM Platform wherein Tenderers/bidders to submit their technical bids will be opened on closing date <b>08/12/2022 at 15:00 Hrs</b> in presence of the bidders, who wish to be present at the above venue.</p> <p>2) However, technical bids of those firms who meet the pre-qualification criteria in all aspects will only be considered for further evaluation.</p>	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	<p>1) Through e-mode / BEML SRM Platform.</p> <p>2) The commercial bids of only the shortlisted / qualified Contractors will be opened.</p>	<p>Commercial bid shall be submitted on BEML SRM platform. You are requested to submit your final amount on SRM system Items tab (Excluding GST) and the break-up details (Bill of Quantities) to be uploaded as per the price bid format attached at 'Notes and Price Attachments'. Please note that the duly filled price bid format to be uploaded only in the 'Notes and Price Attachments' folder. The price break-up (Bill of Quantities) uploaded will be taken into consideration for the arrival of L-1 subject to arithmetical corrections if any.</p> <p>If the attachment is uploaded in C folders technical bid attachments, <b><u>the bid will be summarily rejected.</u></b></p>

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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. **Financial Position:** Average Annual financial turnover during the last Three (3) years, ending 31st March of the previous financial year, should be at least 30% of estimated cost. **(i.e. Rs. 82,500/-).**

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

Financial Year	2018-19	2019-20	2020-21
Annual turnover (Rs in Lakhs)			
Profit / Loss (Rs in Lakhs)			

**NOTE:** Copies of the Audited Balance sheet along with the Profit and loss statement for the last Three (03) years duly certified by auditor shall be scanned and uploaded along with the technical bid.

2. **Experience:** Experience of having successfully completed similar works (**Civil Consultancy Works**) 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) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. **(i.e. Rs.1,10,000/-)**  
**Or**
  - (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. **(i.e. Rs 1,37,500/-)**  
**Or**
  - (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. **(i.e. Rs. 2,20,000/-)**

Details of having successfully completed similar works (**Civil consultancy works**) 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.

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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 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.

**3. Earnest Money Deposit:** You are requested to submit original Demand Draft/Bankers Cheque for Rs.6,000/- (Rupees Six Thousand Only) in favour of “BEML LIMITED, Bangalore” payable at Bangalore, 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 General Manager (Corporate Materials), BEML LIMITED., Room No.1, BEML SOUDHA, 23/1, 4<sup>th</sup> Main, S.R. Nagar, Bangalore – 560 027, KARNATAKA, India, ” 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.

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**(Corporate Materials)**

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

- |   |  |
|---|--|
| (i) Please quote your PAN/GIR No.<br>(Registration Certificate of PAN/PAN Card/GIR issued by the IT Authorities shall be scanned and uploaded along with the technical bid) | <div style="border: 1px solid black; height: 40px; width: 250px; margin: 0 auto;"></div> |
| (ii) Please quote your ESI No.<br>(Registration Certificate issued by the ESI Authorities shall be scanned and uploaded along with the technical bid)                       | <div style="border: 1px solid black; height: 40px; width: 250px; margin: 0 auto;"></div> |
| (iii) Please quote your PF No.<br>(Registration Certificate issued by the PF Authorities shall be scanned and uploaded along with the technical bid)                        | <div style="border: 1px solid black; height: 40px; width: 250px; margin: 0 auto;"></div> |
| (iv) Please quote your GST No.<br>(Registration Certificate issued by the GST Authorities shall be scanned and uploaded along with the technical bid)                       | <div style="border: 1px solid black; height: 40px; width: 250px; margin: 0 auto;"></div> |
| (v) EMD details: Amount, DD No & date   | <div style="border: 1px solid black; height: 40px; width: 250px; margin: 0 auto;"></div> |

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.

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**(Corporate Materials)**

**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: \_\_\_\_\_

**Signature of the Contractor(s) with seal**



## BEML LIMITED

(A Government of India Undertaking)  
BEML Soudha, S.R. Nagar, Bangalore-560 027  
**(Corporate Materials)**

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

To,  
M/s. BEML Ltd,  
BEML Soudha,  
S.R. Nagar,  
Bangalore-560027.

Dear Sir,

**Sub: Acceptance of terms and conditions of the tender**  
**Tender Reference No. 6300038150**

I/We have downloaded / obtained the tender documents for the above mentioned "Tender/Work from the website(s) namely **"Providing Auto cad as built drawings of BEML Soudha, Bangalore"**.

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 34 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 with date of Authorized signatory

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

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

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

***Signature of the Contractor(s) with seal***



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**(Corporate Materials)**  
**UNDERTAKING**

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

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

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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**REVISED TENDER AND GENERAL CONDITIONS**

To,  
BEML LIMITED,  
“BEML SOUDHA”,  
23/1, 4th Main Road,  
S.R. Nagar,  
BANGALORE – 560 027

Sir,

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 Auto cad as built drawings of BEML Soudha, Bangalore.”, 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 20% of the approved contract value and 40 % in respect 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 Engineer 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 \_\_\_\_\_ 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 Drawing 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..... 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 'ENGINEER-IN-CHARGE', shall be held to mean a Member of the staff of the BEML to supervise the work. The expression 'SITE OF WORKS', shall be held to mean the extent of land which the Company places at the disposal of the Contractor from time to time for the purpose of executing the contract works. The word 'DRAWINGS' shall be held to mean 'THE PLANS, SECTIONS, ELEVATIONS AND DETAILS OF WORKS' annexed to the contract and such further drawings, as the Engineer in charge may issue from time to time during the progress of the works and shall be held to include tracings and photographic prints. 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 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

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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.

**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 the sub-soil, the three dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works the subject of the contract, and he shall also inspect the site of the works and surroundings, the means of access there to and egress 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 inaccuracies in reference thereto, which may appear on the drawings, or in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error incorrect information or in-accuracies.

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

The Contractor having signed the contract, the Chief Engineer will forthwith give him notice to commence the works and the contractor shall upon receipt of such notice, commence the works and carry them on at such point and points and in such portions as the Engineer in charge may direct.

The Company shall, with the Engineer in charge written order to commence the works, give to the contractor, the use of so much of the site of works, as may in the opinion of the Chief Engineer be required in order to enable the contractor to commence and continue the construction of the works, and shall from time to time as works proceed give the contractor the use of such further portions of such site as the Engineer in charge may from time to time consider proper in that behalf, but the non delivery in manner aforesaid of the use of such site or any portion thereof shall not vitiate or affect the contract, nor any provision contained in the specification nor entitle the contractor to any increased allowance in respect of money.

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**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 in charge. 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 in charge, shall at his own expense remove and amend the works to the satisfaction of the Engineer in charge, notwithstanding that he may have been assisted by 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 causes whatsoever, which in the judgment of the Engineer-In-Charge, requires, it, but no work shall be carried on in the night without the knowledge and sanction of the Engineer-in-charge.

**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-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 fenceings 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-in-charge.

**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

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

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general conditions. All such instruction given by the Engineer in charge , 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  
BEING IN                      SUBSTITUTION FOR                      IN THE

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 Engi- neer'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.
Quan- tity in Mtrs.	Des- crip- tion.		Number/ Number of items	Value of Item.	Schedule Price of Labour.	

DATE:

SIGNATURE OF THE CONTRACTOR 'S

The claim shall be delivered to the Engineer-in-charge , for his examination before being transmitted by him to the Chief Engineer and shall be subject in all respect to the consideration, ratification and correction of the Chief Engineer 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 or consequently relived by reasons 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 Chief Engineer to do so and shall not resume

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

**17. WORKS TO BE EXECUTED IN APPROVED MANNER:**

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

**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 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 Chief 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:**

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

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of the Engineer in charge, is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of the contractor forthwith, or within such period or periods as the Engineer in charge, may direct, and the contractor shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Engineer in charge. In case the contractor neglects or refuses to remove such materials or comply with such directions it shall be lawful for the Chief Engineer, on behalf of the company and by its agents, servants and workmen to remove the materials and amend the workmanship and finish, so objected, to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the company and on the certificate of the Chief Engineer to deduct the expense thereby incurred, or to which the company may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to contractor, or to recover the same by action at law or otherwise from the contractor as the company may determine.

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

**20. EMERGENCY POWERS:**

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

**21. OPENING TO BE MADE FOR EXAMINATION OF WORKS:**

Should 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.

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

**24. ROYALTIES:**

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

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**25. 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.

**26. SCOPE OF COMPLETION:**

Completion includes completion of all work as specified in the BOQ (Commercial bid).

- 27.** 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 remeasurement or reappraisal, as the case may be. If the company considers that Contractors claim is valid, they may appoint an officer, other than the Officer who made the final measurement and inspection and his report shall be considered as final and binding on the contractor. The Contractor shall have a representative present when the remeasurement or the appraisal is being made.

**28. 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.

**29. TRAINING APPRENTICES:**

The CONTRACTOR shall comply with the provision of the Apprentices Act 1961 and the rules and order issued there under from time to time. If he fails to do so his failure will be a breach of contract and the Accepting Officer may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

**30. 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

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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.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the contractor / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the contractor / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the contractor / concessionaire against Bank Guarantee, the amount shall be refunded by the contractor / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

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**REVISED SPECIAL CONDITIONS**

1. The tender shall remain open for acceptance for a period of 90 days 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 successful contractor shall arrange for at least one qualified Engineer with experience in similar Survey work to be at the work spot through out the period of Survey to ensure correct undertaking and execution of the work as per drawings and specifications.
4. The successful contractor shall submit understanding of approach and methodology with Three days after placing PO.
5. 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.

**6. 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 20% of the approved contract value and 40% in respect of any individual item, indicated in schedule A-BOQ
- b. In case of non tendered items, the total value of such non tendered items shall not exceed 5% of the approved contract value.

The basis for ascertaining the non tendered items shall be as follows:

- (i) The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
- (ii) Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
- (iii) As a last resort a tender shall be floated to ascertain the rate for NT items. All Deviations in contracts for works including non-tendered items shall be approved by the Competent Authority as per DoP within the limits prescribed in the contract. The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge " in concurrence with Finance Department of the respective division.

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7. 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.

8. **EXTENSION OF TIME:**

Time is the essence of the contract. The contractor is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the contractor. Where the delay is due to default of the contractor, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

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.

9. **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;

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- 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.

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

**10. 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 Chief Engineer 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.

11. 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.
12. 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 Engineer-in-charge.

**13. EARNEST MONEY DEPOSIT:**

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.

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**14. SECURITY DEPOSIT:**

The successful tenderer shall be required to furnish security deposit for the fulfillment of contract and amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

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

(i) The contractor shall within 30 days of acceptance of the contract deposit the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the contractor.

(ii) 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 running bills of the contractor at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

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.

**14.1 REFUND OF SECURITY DEPOSIT**

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e. 50% shall be refunded to the contractor on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.

The balance 50% of the security deposit shall be refunded to the contractor on written demand from the contractor after the expiry of the DEFECT LIABILITY PERIOD or on payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the contractor.

If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the BG already with BEML will be returned to the contractor. The contractor has to then submit a fresh Bank Guarantee for 50% of the security deposit

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value valid for a period of 06 Months from the actual date of completion of the entire contract shall be deposited by the contractor.

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

**15. 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 Chief Engineer. A "Completion Certificate" shall be issued to the contractor within 30 days from the date the contractor has given request for the same. If there are minor defects which can be rectified even after the building 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 Engineer 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.

**16. FINAL BILL:**

On completion of the work, a final bill shall be submitted by the contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Engineer-in-charge to see that the claim is in order.

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

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

The Engineer-in-charge has to certify in the work Completion certificate, that the work is executed in conformity with the contract specification and other conditions. The final bill duly checked and coordinated by the Engineer-in-charge shall be sent to the Finance Department through Chief Engineer along with the documents stated above.

**17. DEFECT LIABILITY PERIOD:**

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

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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 Chief Engineer shall inform the contractor, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Company would rectify the defects at his risk and expense as per the conditions of the contract.

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 balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

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.

18. THE various provisions in this special condition shall be deemed to take precedence over those in General conditions/specifications to the extent applicable.

**19. SECURITY:**

All the information, know-how, technical data, specification and drawing models all specimens furnished by BEML for the purpose of or in connection with the survey here by tendered constitute the property of BEML and the surveyor shall keep them in strict confidence and he shall not divulge the same to any else except under the Authority and for the purpose of BEML. All such documents, data, drawings, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

The surveyor shall not disclose the data, survey report ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone.

BEML Shall be entitled to prevent a breach of the above and claim damages in case of breach.

20. The quoted rate is deemed to include for execution of work in a phased manner/part by part if necessary and as directed by BEML and no extension of time nor extra claims shall be entertained in the regard.

I/WE AGREE TO EXECUTE THE ABOVE AS PER DRAWINGS AND SPECIFICATIONS OF BEML WITHIN THE STIPULATED TIME FROM THE DATE OF ISSUE OF WORK ORDER. I/WE ARE ENCLOSING HERewith A RECEIPT/DRAFT NO. \_\_\_\_\_ DTD. \_\_\_\_\_ FOR RS. \_\_\_\_\_ TOWARDS EARNEST MONEY DEPOSIT, ADHERING TO THE REVISED SPECIAL CONDITIONS (1987) AND REVISED CONDITIONS MENTIONED.

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**GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in

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terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ..... is on the Recipient of Service” in the invoice raised on BEML.

9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30<sup>th</sup> September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank

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Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

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