

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

TENDER DOCUMENT

BID NO 6300040604

INDEX SHEET

Sl. No.	Particulars	Serial page Numbers
01.	Index sheet	1
02.	Tender notification	2
03.	Covering letter of the tender	3 to 4
04.	Details of Technical bid & Commercial bids	5
05.	Eligibility criteria	6 - 8
06.	Annexure – I	9
07.	Annexure-II	10
08.	Annexure-III	11
09.	General conditions of contract	12 to 20
10.	Terms and conditions of contract	21 to 25
11.	Scope of work	26
13.	Schedule 'A' Bill of quantities	27-38
14.	Integrity Pact Document	39-45
Total Pages		45

- Sd -
Senior Manager (Materials)

Signature of Contractor(s)

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

TENDER NOTICE.

Tenders for the following work are invited by the Senior Manager (Materials), BEML, Mysore complex, Belavadi post, Mysore – 570 018 in **TWO BID SYSTEM** from eligible reputed firms/contractors of appropriate class, registered with CPWD / MES / P&T / State PWD / Public Sector Undertakings / Railways etc.

Description of Contract	Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)
Period of Contract	Two Years
EMD	<u>Rs.2,60,000.00 /-</u> in the form of 'Demand Draft / Banker's cheque from any Commercial Bank drawn in favour of M/s. BEML Limited, Mysore, towards Earnest Money Deposit.
Mode of Tendering	Through e-mode. Bids are to be submitted in TWO BID system in BEML SRM e-procurement system only.
Last date & time for submission of Bids in BEML SRM e-Procurement system	As Per SRM Date and Timing
Date & time of opening of Bid through e-mode	As Per SRM Date and Timing
Nature of Tender documents	Two Bid system (Technical & Commercial) through e-mode (Open Notification)
Manual and FAX / E-mail Quotations will be summarily rejected.	

For eligibility criteria and details, please visit website www.bemlindia.com or contact office address, Senior Manager (Materials) or Senior Manager (Construction), BEML Belavadi Post, Mysore – 570 018.

Senior Manager (Materials)

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

COVERING LETTER OF THE TENDER

Dear Sir(s).

01. BEML Limited invites quotations through **e-mode**, for the subject work in **TWO BID system**. One set of tender documents in respect of the above subject work is attached herewith. Please note that tenders to be submitted through e Mode As per SRM Date timing. The period of contract for the subject work is **TWO YEARS**. **For details please refer (a) Instruction for Bid submission (b) Tender covering letter.**

02. This being an item rate contract the rates quoted shall remain firm and errors, if any, in the extension/total shall be subject to correction. The quantities shown against each item are only approximate and hence any reduction/increase thereof during the currency of the contract shall not vitiate the contract.

03. You are requested to send 'Demand Draft / Banker's cheque' for **Rs. 2,60,000.00** /- towards EMD, in favour of M/s. BEML Limited, Mysore, so as to reach BEML before closing date and time.

04. Successful tenderer is required to employ supervisor to supervise the work and should present when the work is going on/under progress.

05. Please note that Contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code will be summarily rejected.

06. Successful tenderer is required to submit periodical returns to our HRD department ensuring PF & ESI coverage for their labourers and workmen compensation to be made.

07. Tenderers shall attach along with their tender (through e mode) a certified true copy of Power of Attorney in favour of signatory of the tender documents.

08. Tenderers shall ensure that their tender is submitted (through e mode) well in advance.

09. Tenderers are also requested to attach (through e mode) their returns submitted to Income tax for the last three years, if this has not already been submitted, at least 15 days before opening of tender.

10. This letter shall form part of the contract and shall be returned duly signed and attached (through e mode) along with the tender documents.

11. The tenders should conform to our specification and conditions in every details and any tenders not conforming to our specifications and conditions are liable to be summarily rejected.

12. Quotations other than those called for in the enclosed tender forms are liable for rejection.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

13. Successful tenderer is required to execute contract agreement on appropriate stamp paper incorporating standard conditions.
14. The accepting officer reserve the right to place order as a whole or part of any item only as deemed fit.
15. 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/PEMD/ SD, as the case may be, will be forfeited.
16. In addition to the existing, required certificates as mentioned above, the CONTRACTOR SHOULD HAVE REGISTERED UNDER GST RULES ALSO.
17. Tenderers shall inspect the work spot/site and obtain all information required and satisfy themselves before submission of tender. Ignorance of the site condition shall not be entertained by BEML at later date. The details have to be obtained if required from the Senior Manager - Civil Maintenance & Landscaping, BEML Ltd., Mysore before quoting of the tenders.
18. The Successful tenderer shall take an Insurance policy to cover the risk for the period of contract (Employer's Liability Insurance Policy).

Special Note :

1. **All taxes and duties such as Income Tax, payable from time to time shall be borne by the contractor and shall be recovered from the contractor's bills and the price quoted shall be firm and inclusive of all such duties and taxes throughout currency of the contract/work order. No amount shall be reimbursed on account of taxes or whatsoever may be.**
2. **The Quote shall be exclusive of GST applicable.**

Thanking you,

Yours faithfully,

for BEML, LIMITED.,

SENIOR MANAGER (MATERIALS)

**SIGNATURE OF CONTRACTOR(S)
WITH SEAL**

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

DETAILS OF TECHNICAL & COMMERCIAL BID

1. Technical bid should consist of following:

- a) Experience certificates, financial turnover, registration no. of PF, ESI, & GST **as detailed in the** requirements of Technical bid. If the works are carried out in the private firms, TDS certificates issued by them are also to be attached through e mode.

Note: The details are to be furnished (through e mode) in the format enclosed in Annexure.- I and also upload relevant documents along with Technical bid.

- b) **Please note that contractor should have their own ESI/PF code nos. The successful tenderer should submit their ESI/PF Code Nos. The tenderer who doesn't have their own ESI/PF code nos. will be summarily rejected.**
- c) EMD of Rs. 2,60,000.00/- in the form of DD / Banker's cheque/Online from any commercial bank drawn in favour of BEML payable at Mysore.
- d) **NIT acceptance certificate** (format enclosed at Annexure II) should be Duly signed by the contractor & uploaded along with the technical bid.
- e) Integrity Pact Agreement.

2. Commercial bid should consist of:

Commercial bid shall be submitted on BEML SRM platform.

Note: The rebate if any, should be submitted through e mode only

3. The contractors or their representatives may visit our divisions at Mysore Complex, Mysore between 8.00 AM to 2.00 PM on working days for Acquainting themselves with the site conditions, requirements & scope of Work before submission of the Offer.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

ELIGIBILITY CRITERIA FOR TECHNICAL B I D

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

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

Intending Tenderer who meets the following eligibility criteria may quote for the tender.

1) Financial Position: Average annual financial turn over during the last 3 years ending **31.03.2025** should be at least **Rs.38.35 Lakhs**. The attested copy of annual turnover certificate duly certified by Chartered Accountant (CA) in this regard shall be submitted.

2) Experience: Contractor(s) should have experience of having successfully completed the landscaping/Horticulture/similar works as described below during last 7 years ending 31st **May'2026** in any one of the following: (Copy of the satisfactory performance certificate to be uploaded).

- i) Three completed works each costing not less than **Rs 51.14 Lakhs (Or)**
- ii) Two completed works each costing not less than **Rs. 63.93 Lakhs (Or)**
- iii) One completed work costing not less than **Rs. 102.28 Lakhs**

3) **All necessary statutory requirement** viz., ESI registration no., PF registration No., GST registration No, and undertaking to submit required labour license before commencement of work against form 3 from BEML.

4) Earnest Money Deposit (EMD): Rs. 2,60,000.00/- (Rupees Two lakhs sixty thousand Only)

- a) EMD amount can be paid online

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

ACCOUNT NAME	: BEML LIMITED
ACCOUNT NO	: 10562407488
ISFC CODE	: SBIN0003130
BANK NAME	: STATE BANK OF INDIA, MYSORE, MAIN
BRANCHSWIFT CODE	: SBININBBM08

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender and details needs to be attached in technical bid.

OR

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

- b) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn in favour of BEML Ltd, Mysuru payable at Mysuru.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

c) The above said Demand Draft DD / Banker's Cheques shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300040604 Closing date and Time on** 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;

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 Senior Manager (Materials)
Belvadi Post,
Mysuru – 570 018
KARNATAKA, India

Note: Bidder shall ensure that their EMD 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 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 **prescribed amount** 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**
- g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD.

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.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

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.

5). Integrity Pact Agreement: Contractors should enter into integrity pact with BEML. the format of integrity pact shall be downloaded from BEML website. The integrity pact should be typed on plain paper signed with company seal. The signed original Integrity pact shall be submitted along with the with EMD as a part of the Pre-qualification bid. (Pre-qualification Document to be submit along with technical bid).

6) **NIT acceptance certificate** (format enclosed at Annexure II) should be duly signed by the contractor & uploaded along with the technical bid

All the above information shall also be furnished in Annexure-I along with relevant documents.

The commercial bids of the contractors who have submitted the satisfactory documentary evidence for the above requirements will be opened. The commercial bids of other contractors ie. Who does not qualify in the technical requirements will not be opened? The L1 position will be arrived based on the total value of the work.

Intending tenders should submit their Technical & commercial bid through e mode and send EMD for specified amount (Refundable) through post in the form of DD / Banker's Cheque drawn in favour of BEML Limited, payable at Mysore, so as to reach BEML, Mysore before tender closing date and time.

**Senior Manger
(Materials)**

**Signature of Contractor(S)
With Seal**

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

Annexure – I

Sl. No.	Description (Requirements of Technical bid)	
1	Details of EMD of Rs.	
2	Financial turnover	
	2022-23	
	2023-24	
	2024-25	
	Average annual financial turnover during last 3 years (Minimum required Rs 38.35 Lakhs). Note: Attested copy of annual turnover certificate duly certified by Chartered Accountant (CA) to be uploaded.	
3	<u>Work experience.</u> Contractor(s) should have experience of having successfully completed the Landscaping/ Horticulture/ similar works as described below during last 7 years ending 31st May'2026 in any one of the following i) Three completed works each costing not less than Rs.51.14 Lakhs (Or) ii) Two completed works each costing not less than Rs 63.93 Lakhs (Or) iii) One completed work costing not less than Rs.102.28 Lakhs Note: Attested copies of relevant PO/work order along with completion certificates are to be furnished.	
4	PF Registration No.:	
5	ESI Registration No.:	
6	GST No.:	
7	Labour License No.	Under taking letter to be uploaded to obtain labour licence in case of award of work against Form-III from BEML.
8	NIT compliance letter (Annexure II)	
9	Undertaking regarding Non-Ban / Blacklist / Debar (Annexure III)	

Note: All the relevant documents in support of above information shall be uploaded along with the technical bid.

SIGNATURE OF CONTRACTOR(S) WITH SEAL

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

Annexure – II

NIT Acceptance letter

To:

Senior Manager- Materials
BEML Limited,
Mysore complex,
Mysore: 570 018

Sub: Acceptance of all NIT conditions.

Ref: Bid No: 6300040604

Sub: Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)

We hereby declare that we have gone through the complete Tender documents and Corrigendum (if any uploaded) published in BEML website / SRM PLATFORM WITH "Bid No 6300040604

Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period).

We agree to abide by all Terms and conditions indicated in the Tender documents and Corrigendum (if any uploaded).

Contractors

Signature
Name
Seal

Note: The above letter along with technical Bid and corresponding supporting documents required to be scanned and uploaded in the technical bid section on SRM platform.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

Annexure – III

TENDER No:

Date:

UNDERTAKING

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

GENERAL CONDITIONS OF CONTRACT

1. Adequate labour force not below the age of 18 years should be engaged to carryout the subject work.
2. The work should be carried out with high degree of efficiency and cleanliness without damaging the company properties.
3. The contractor or his authorized representative should be present in the work spot during working hour to receive instructions from the Engineer-in- charge to carry out the work everyday effectively and satisfactorily
4. Your quotation/rate for carrying out the work should include minimum wage payable per labour per day as per Minimum Wage Act, ESI, PF, EDLI charges, etc, one day leave with wages for every 20 days of work per labour and three paid national holidays and 09 paid festival holidays for each labour per year. The rate shall include bonus, additional weightage based on years of services and annual increment payable to the labourers and all the other statutory taxes as applicable, all the materials required and safety appliances.
5. Canvassing by tenderers in any form, including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
6. a. **EMPLOYEE STATE INSURANCE:**

ESI at the rate of 4.00% on minimum wages should be paid to the authorities by the Contractor on or before 15th of every month and ESI challan should be produced with the bill (3.25% towards Employer's and 0.75% towards Employee Contribution as per ESI Act).
6. b. **PROVIDENT FUND/FAMILY PENSION:**

The contractor shall recover **12%** from labourer wages towards Employee's share of contribution and submit the same along with the employers' contribution at **13.01%** thus making a total of **25.01%** towards PF/EPF as per Provident Fund Act. The Employer's contribution at **13.01%** shall be borne by the Contractor which includes Admin. and PF charges at **1.36%** of labour wages. Contractor should have his own code number. If he does not have, he should apply and get the same. The Contractor should remit PF contributions to the authorities on or before 15th of every month.
7. The Contractor shall obtain requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 and duly observe the provision of the said Act, the Rules and Regulations framed there under as also the provisions of all the other laws including Industrial Dispute Act and Factories Act, as may be applicable to him and his Employee and keep the Company fully indemnified at all times in respect of breaches, if any, of the said laws and against the claim of the employees on any account against the company.
8. The intending tenderers should quote their organization registration code numbers for the registration with ESI/PF Authorities.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

09. Contractor should employ only ESI registered workmen on any item of work inside the factory. If Contractors have workmen who are not yet been registered under ESI, they should ensure that the workers are duly registered before employing them for the work.

10. All claims arising by or at the instance or on account of the persons employed by the Contractor or on account of wages, allowances, PF, ESI, or otherwise, shall be met by the Contractor on his own account and the company shall be kept fully indemnified. The company shall have no liability in that behalf.

11. If there is any default on the part of the Contractor, an estimated amount towards ESI /PF liability, including the penalty/damage, will be recovered by the company from the bills of the contractors or any other source irrespective of whether it is specifically charged or not.

12. Contractor will settle the claims of the employee whenever such claims arise, either due to termination, discontinuance or death and keep the company indemnified.

13. The extension of ESI & PF benefits to the Employees of the Contractor will be available only during the Contract period. After the contract is completed Contractors employee may in accordance with RPFC, withdraw PF amount or get the amount transferred to their PF accounts with the new employer.

14. Contractor should maintain all registers and records required for ESI/PF payment of wages, etc. under the statutes and produce them for verification as and when called for by Company/Inspecting authority.

15. OTHER CONDITIONS:

a. The labourers shall be dutiful and obedient and execute the works assigned to them continuously and efficiently.

b. The Contractor shall pay to the labourers the wages agreed to by him, however not below the Minimum Wage as prescribed under the Minimum Wages Act. The Contractor is also liable to disburse the wages as per the provisions of payment of wages act. Further, the wages shall be distributed in accordance with the applicable statutes prevailing.

c. The Contractor is responsible for the regular attendance and proper conduct and behavior of the labourers supplied by him.

d. In the event of contractor failing of neglecting to carry out the work, the Company shall be entitled to recover damages from the Contractor such damages being equivalent to the extra amount which the company is obliged to pay for getting the work done by other agency and in addition the company shall be entitled to forfeit to itself the security deposits or any part thereof remaining to the credit of the contractor or at its option also be entitled to terminate this contract.

e) As per the Karnataka Govt. notification issued from time to time the requisite amount towards Labour welfare Fund has to be borne by the contractor yearly once ie., in the month of January.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

16. PAYMENT:

The Contractor has to submit the monthly bills within 3rd of every month and arrange to make payments to his employee to their respective accounts through Bank on or before 7th of every month.

17. ACCIDENT/INJURY:

In the event of any accident/injury, disablement, the Contractor shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify BEML in case of any claims arising there of later. Required safety aids and equipments are to be provided to the workers while at work.

For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract - **Employer's Liability Insurance Policy**

18. The work has to be Carried out in First , Second& Third Shifts if required, everyday for all the seven days in a week including Sundays and Holidays as directed by the Officer-in-charge.

19. Lunch Coupons have to be purchased by the Contractors' Labourers. The Contractor has to buy the Canteen Coupons depending upon his total requirement from the Accounts department same will be recovered from monthly bills cash payment basis and distribute the Canteen Coupons to his Labourers on the date of wage disbursement day for the labours working in Equipment, Engine Divn plants only. The Contractor has to recover the cost of coupons from his labourers to the extent of coupons given to them. The coupons will be given to labours at subsidized cost. For works involved outside factory premises like Township, Guest house etc., the contractor has to make their own arrangement for lunch & quoted rate shall deemed to include for such cost.

20. The company will provide Transportation facilities to the Labourers engaged by the Contractor at subsidized cost wherever the company arranged transportation facilities is available only all as per the Company's norms. The contractor has to make his own arrangement for his labours transportation in case the transportation facility is not provided by the Company & the quoted rate is deemed to be include for the same.

21.. CONTRACT AGREEMENT:

The Contractor shall within 7 days of the acceptance of his tender, enter into and execute a formal agreement of contract to be prepared by the authorities designated by BEML. In case of failure to execute the agreement, the Office-in-Charge in the department will have the right to withhold payment of the Contractors outstanding running/final bill. The expenses of commuting and stamping of the agreement shall be paid by the Contractor.

22.Verification of Contract Labourers antecedents:

The Contractors will have to get the necessary police verification done for the labourers employed by him prior to engage them in the Company and the relevant details in this connection will be submitted to Personnel Department for their records.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

23. Management reserves the right to ask the contractor to dispense with the services of any labourers who is reported to be of doubtful integrity.

24. The Earnest Money Deposit by crossed Demand Draft in favour of BEML, Mysore complex, Mysore, on any Schedule Bank located at Mysore, must accompany the Tender. Cheques will not be accepted. In case of successful tender, the EMD will be retained and adjusted towards Security Deposit. The company shall be entitled to forfeit to itself the whole or any part of the SD for any breach of Contract by the contractor. The company shall also be entitled to recover any sum due from the contractor to the company under the terms of the contract or on any other account from the SD and refund the balance, if any, on successful completion of the work, to the Contractor.

25. Safety Appliances:

It is the responsibility of the contractor to provide safety appliances like hand gloves, shoes, gum boots, etc. wherever required to the Labourers who are engaged for the job. The Contractor should ensure that the Labourers wear them daily while on duty.

26. In respect of disputes under the Contract or concerned there with the Courts situated at Mysore shall alone have exclusive jurisdiction to entertain and adjudicate thereon.

27. Dispute Resolution and jurisdiction:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the 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

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

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.

28. The Contract is for a period of two years from the date of acceptance letter is issued with an option to the Company (BEML) to extend if further periods on the terms and conditions with the mutual consent of the Contractor. Notwithstanding anything contained therein the contract may be terminated by the company at any time for breach of contract on the part of Contractor. It is being not obligatory on the part of the Company (BEML) to assign any causes or reason for such termination. The Contractor shall not be entitled to claim any compensation or damage for such termination.

29.a Security deposit:

Successful tenderer shall furnish Security deposit for the fulfillment of the contract and security amount shall be to a value of **10% of contract sum**. Such Security deposit shall not entail any interest payment on refund. Bank Guarantee from any Commercial Bank equivalent to the amount of Security Deposit. **Bank Guarantee liability claim period valid up to 3 months (90 days) from the expiry date(Validity period)** of the contract covering the claim period will be accepted.

Bank guarantee clause: The Bank Guarantee shall be valid up to Expiry Date irrespective of Bank guarantee issued by Bank as per required by BEML LTD.

Claim period liability: Bank Guarantee is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if a demand is made in writing across the counter of the bank on or before due date ie., 90 days or 3 months minimum period is required for claim period liability in Bank Guarantee.

The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

29.b Refund of security deposit;

On completion of the contract based on the recommendations of the Engineer-in-charge, the Security deposit will be released to the Contractor, **three months (03) after expiring of contract period**

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

subject to fulfillment of contractual obligations by the contractor.

30. PRECAUTIONS AGAINST INJURY TO PROPERTY ADJACENT TO THE WORK IN PROGRESS

From commencement to completion of the work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for any damage or loss that may occur during the progress of work. **In addition, the contractor shall also be responsible against any loss and damages to the labourers engaged. In the event of accident, the claim of the third party should also be taken care either by covering through insurance or by the contractor's risk. For this purpose, the contractor shall take an Insurance policy to cover the risk for the period of contract (Employer's Liability Insurance Policy).**

In the event of any accident / injury / disablement to the labour / supervisor/third party, the contractor shall arrange to pay the required compensation legally payable to the concerned workman / dependent, in addition to the medical treatment / assistance.

Contractor shall supply all safety appliances like boots, hand gloves, gum boots, goggles, two pairs of socks etc., as detailed in tender doc.,

31. The contractor shall be deemed to have studied the scope of works thoroughly before offering his unit rates to ensure that the complete work is carried out as per specifications in accordance with the Indian standards. The Contractor can visit the site before offering his unit rates if necessary

32. The company is not liable for any loss or damage of tools and materials brought by the contractor.

33. All the materials used for the works shall comply with Indian standard specifications as published up to date wherever applicable.

34. The tenderer shall be deemed to have studied the scope of work and extent of each item of work thoroughly before offering unit rate which shall be deemed to include for all works necessary to ensure that the complete work is in good condition.

35. Accident Damages: The contractor is solely responsible for making good the damages occurring on account of any accidents to his labour due to his failure to take safety measure of whatsoever may be the reason.

36. Work has to be carried out without disturbing the working atmosphere. No inconvenience should be caused to the officers / employees movements.

37. All statutory recoveries such as ESI, PF, GST has to be remitted by the contractor to the respective authorities and duly paid vouchers to be submitted along with bills. Taxes etc., will be recovered from the bills as per norms.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

- 38 The contractor shall produce sample of materials and shall obtain the approval of the Engineer in charge before he places the bulk order for the materials for incorporation in the works.
39. The offer shall remain valid for acceptance for a period of 90 Days from the last date for submitting the bids.

GENERAL TERMS & CONDITIONS (B) :

Purchaser/Company refers to "BEML" and Contractor/Supplier refers to "Successful Bidder" in this tender.

(i) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(ii) INTELLECTUAL PROPERTY RIGHTS; LICENSES :

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(iii) BRIBES AND GIFTS:

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under Clause -12 hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(iv) DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(v) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

(vi) DURING ARBITRATION

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(vii) CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(viii) NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(ix) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

SEXUAL HARASSMENT:

The Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Company, the complaint will be filed before the Internal Complaints Committee constituted by the Agency and the Agency shall ensure appropriate action under the said Act in respect to the complaint.

(x) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the successful bidder:

The successful bidder (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The successful bidder (s) will not commit any offence under the relevant Acts. The successful bidder (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The bidder (s) will not enter with other Firm (s) / bidder (s) into any undisclosed agreement or understanding or any actions to restrict competition. If the bidder(s), before award or during execution of the Service Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the successful bidder (s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

TERMS AND CONDITIONS OF CONTRACT

1) WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract" of General Specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ 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 of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

2. TAXES & DUTIES APPLICABLE

- I) TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered on the contract amount @ applicable rates from time to time.
- II) Other Duties: The price quoted by the tenderer should include all duties, octroi, royalties etc., if any payable by the contractor.
- iii) The rates quoted by the tenderer should include all duties, taxes, royalties etc., except **GST** prevailing payable by the contractor. All deductions as per statutory requirements and as per Govt. rules & regulations shall be made from the bills payable.

3. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work will be provided at a nearest available point by BEML on request based on availability at free of cost.

4. LABOUR ACTS

The contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-Charge. The contractor shall remain liable for the payment of all wages or other remuneration to his laborers or employees under the Payment of Wages Act – 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, ESI Act 1948 or any other Acts or enactment relating there to and Rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, liable to be paid by him under Workmen's Compensation Act, ESI Act or other Labour laws, the company is entitled to withhold the payment due to him or any other amount entitled by him and remit the same to the authorities concerned such payment shall be binding on the contractor.

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

- (a) In the event of contract labour, the contractor is responsible for implementing the provision of the contract Labour act in total and also responsible for any repression arising there from non-compliance thereof.
 - (b) The contractor should quote their organization / code number for the registration with ESI/PF authorities.
 - (c) In the event of any accident / injury / disablement, contractor should arrange to pay the requisite compensation legally payable to the concerned employees/Dependants and also indemnify to BEML in case any claim arising there for later.
 - (d) Contractor should produce his muster rolls duly certified by the Officer in charge or his representative, once in a month say before 7th of each month to Engineer-in-charge,
 - (e) Contractors should employ only ESI Registered workmen on any item of work. If contractor have workmen who have not been registered under ESI, they should ensure that workers have been duly registered under their own code before employing them in work,
 - f) If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty damage, will be recovered by the company from the bills of the contractors.
 - g) Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statute, and produce them for verification as and when called for by company inspecting authorities. Also has to maintain works dairy, hindrance register, site order book etc., which will be coordinated by the Engineer-In-Charge and Contractor's Engineer.
 - (h) Contract Labour (Regulation and abolition) Act, 1970 under section-12 and rule 21 prescribes that every contractor who employ labour for executing contract works, should obtain license from labour authorities to carry out any works, contract, so that the labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license shall be produced to BEML authorities before commencement of work.
 - (j) The contractor is required to submit the daily attendance of labours engaged duly certified by the Officer in Charge or his representative.
05. The Contractor has to engage the contract labours who are presently working in the Landscaping contract (except irregular in works, aged, disabled, alcoholic addicts and bad conduct personnel). The firm has to submit the daily attendance/details of work allocation of their labourers to the in-charge at the beginning of the day.
06. For the subject work minimum of 16 TCLs including one no. driver having heavy duty driving license to operate company tractor with trailer for movement of materials shall be deployed on all working days & 05 TCLs to take care of exigencies work to be deployed on Sundays & Holidays.

For the purpose of reference, the present category of TCL is stated as follows:

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

Below 7 Years (Non MoS)	MoS Above 7years to 15years	MoS Above 20 years.	MoS Driver
4	7	4	1

However, the firm if requires may engage more Manpower to accomplish the works with the prior approval of BEML duly observing the formalities.

The contractor has to engage manpower sufficient enough to carry out all list of works specified as per BOQ. For any clarification may contact further Senior Manager Materials or Senior Manager, Civil Maintenance & Landscaping.

07. For the information of Contractor, the following details are furnished with regard to payment of existing minimum wages, Employers' contribution towards PF, ESI etc. Any enhancement of statutory payments like minimum wages as & when notified by the competent authority, DA, ESI & PF, any hike in the bonus & corresponding statutory charges as applicable etc., during the period of contract will be compensated by BEML at actual attendance basis (gate attendance i.e. Biometric attendance) for minimum number of TCL's (16 Nos.) as mentioned in the tender

Wages under Central Minimum Wages by Govt. of India applicable for Mysore Schedule /Zone & valid up to 30.09.2026					
Sl. No.	Description	in Rupees			
		Existing Man power Wages			
		Unskilled			Skilled
		Below 07 Years	Above 07 years to 15 Years	Above 20 years.	Above 07 years to 15 Years
1	Minimum Wages	693.00	693.00	693.00	918.00
2	Additional Wages	0.00	15.00	50.00	15.00
3	Annual increment	0.00	16.00	32.00	16.00
4	Total	693.00	724.00	775.00	949.00
5	ESI, PF & EDLI 16.25 %	112.61	117.65	125.94	154.21
6	Total	805.61	841.65	900.94	1,103.21
7	Annual increment based on number of year experience should be given from Apr'2027 & Apr'2028 onwards	0.00	Rs.2.00 /day	Rs.4.00 /day	Rs.2.00 /day

Note: The probable DA hike in the month of Oct'2026, April'2027, Oct'2027 & Apr'2028 will be compensated by BEML at actual attendance basis (gate attendance i.e. Biometric attendance).

08. The following conditions are deemed to be included in the quote:

- i) Leave payment (Annual leave payment should be borne by the contractor) (for every 20 days of working, one day leave is eligible by a workman) as per Factory act 1948.
- ii) Payment of PF & ESI should be paid by the contractor
- iii) Payment of Bonus at Rs.7,000/- per labour per year or 8.33% of paid wages whichever is

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

higher should be paid by the contractor.

- iv) Gratuity as per latest labour code/law should be paid by the contractor.
- v) Payment of National & Festival holidays should be paid by the contractor (12+1 holiday per year)
- vi) The price quoted shall be firm and inclusive of all taxes except for GST.
- vii) The entry and exit of workman into the factory area are controlled by the security authorities of the company. The contractor should strictly adhere to the timings of entry and exit laid down by the authorities and the rate quoted is deemed to include for the same.
- viii) Contractor should quote keeping in mind the existing pattern of wages payable as per table.
- ix) The contractor has to arrange additional man days during contingency situation like VVIP visit, exigency of work, formation of new lawn, watering to new coconut plantation, watering to newly planted plantation near Ancillary shed etc., and will be operated under General Works vide SI No. 48 of BoQ. The item will be operated only as & when required.
- x) The contractor shall arrange for Individual ID cards & has to issue payslip for all the TCL's every month.

09. One driver having required license has to be deployed for operating our tractor on all working days & during exigencies on Sundays & holidays by the contractor.

10. Required supervisor has to be deployed by the contractor for maintaining day to day activities.

11. The contractor has to maintain proper records for carrying out the works in time duly certified by the Landscaping in charge.

12. If the activities are not carried out properly and if the records for works carried out, are not submitted along with the bill, the bills will not be processed and any substandard work will attract a penalty as per BOQ.

13. During the exigency of the works, the contractor has to deploy the sufficient labour force during Sundays, holidays & any VVIP visits and shall ensure the required works are carried out as per the instructions of In-charge.

14. Contractor has to supply minimum no. of 16 TCLs on all working days & 5 TCLs on all Sundays & holidays in a given month (Average of all days) to carryout and complete works stipulated all as per BoQ being considered as One job.

15. Penalty Clause:

1	Insufficient Labour deployment considering in a given calendar month	The minimum labours specified i.e., 16 nos. on all working days & 5 nos. on all Sundays & holidays in a given month are to be deployed. Any shortfall in the man days in a given month (Average of all days) will be recovered @ Rs 800/Man Day for the number of labours absent than the specified.
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Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

2	Any complaints received (over & above 1 & 2) per month from the user departments regarding non satisfactory performance of any of the works as detailed in the scope of works.	a) 1 complaint - 1% monthly bill b) 2 to 3 complaint- 3% monthly bill c) 4 to 6 complaints - 5% monthly bill d) 7 to 10 Complaints -10% monthly bill e)>10 Complaints - 20% monthly bill
3	ID Card should be issued to all Contract labour engaged and supplied within 15 days of the Purchase Order.	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill. Maximum compensation leviable: 1% of the contract monthly bill
4	Bonus to be disbursed to all contract labourers as per Government notification from time to time.	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill. Maximum compensation leviable: 1% of the contract monthly bill
5	Submission of Employer's Liability Insurance Policy	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill. Maximum compensation leviable: 1% of the contract monthly bill
6	Submission of Security deposit in form of Bank Guarantee.	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill Maximum compensation leviable: 1% of the contract monthly bill.
7	Delay in remittance of GST	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill Maximum compensation leviable: 1% of the contract monthly bill.
8	Delay in remittance of Professional Tax	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill Maximum compensation leviable: 1% of the contract monthly bill
9	Monthly wages to be remitted to individual Contract labour Bank Account on or before 7th of every month and Acquaintance slip to be submitted to Welfare Dept., immediately.	Compensation payable (Minimum): 0.1% per week of delay from the contract monthly bill Maximum compensation leviable: 1% of the contract monthly bill.
11	Delay in remittance/filing of the returns of PF/ESIC Contributions.	Compensation payable (Minimum):0.1% per week of delay from the contract monthly bill. Management reserves the right to withhold further payment of bills. Maximum compensation leviable: 1% of the contract monthly bill

SENIOR MANAGER
Materials

CONTRACTOR

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

SCOPE OF WORK IN BRIEF:

1. Watering of lawns, gardens, shrubs, potted plants and tree saplings by means of water hose, plastic pot, water can, sprinkler etc., and removal of weeds grown in pots or in the garden. Cleaning and sweeping of dried leaves and unwanted material on daily basis.
2. Spraying of pesticides, application of organic manure, chemical fertilizers and bio-fertilizers for all the shrubs and potted plants as per the directions given.
3. Potting and repotting of plants to be carried out as when required.
4. Pruning and trimming of shrubs, potted plants, hedges and removal of dead and dried branches as and when required.
5. Propagation of plants either by cuttings or grafting and development of annuals through seeds supplied by the department. Cultivation of exhibits nurtured in the nursery and also arrangement of exhibits etc.,
6. Arrangements of decorative ornamental plants during VVIP visit and other important functions.
7. All other related works of landscaping & horticulture.

SENIOR MANAGER (MATERIALS)

CONTRACTOR

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

SCHEDULE 'A' – BILL OF QUANTITIES

Sl. No.	Description of the work	Unit	Qty.
1	Bavistin	Kgs	4
2	Rogor	Liters	5
3	Triphos	Liters	4
4	Foret	Kgs	4
5	Durstban - Termate	Liters	4
6	Quinalphos	Liters	2
7	Urea	Kgs	50
8	DAP Crystal	Kgs	50
9	DAP Liquid	Liters	50
10	17:17:17 Complex	Kgs	100
11	Horse dung manure	Cu.M	20
12	Paddy for feeding the birds	Kgs	500
13	Roundup (Weedicides)	Liters	50
14	Heavy duty Hose pipe 3/4" (Dunlop/Ganga brand)	Mtr	600
15	Gum boots	Pairs	16
16	Shoes with 2 pair socks make Bata / Safex	Pairs	16
17	Nirma Soap (Medium)	Nos	48
18	Stitched Uniform Set (1 set= 1 Shirt & 1 pant)	Set	64
19	Stitched Uniform for Bush cutter operators (Khaki colour)	Nos	6
20	Goggles for operators of Bush cutters	Nos	32
21	Nylon wire of size 45 M length 3 MM square for Bush cutter (each cartridge 45 M length)	Nos	50
22	Tap-N-Go unit for Bush cutter to match with existing Oleomac 742T model (Assembly unit)	Nos	50
23	Mexican Grass mat for lawn	SqM	200
24	Plastic heavy duty basins medium	Nos.	5
25	Matchu (Sickel)	Nos.	4

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

26	Plant cutter (Falcon Make)	Nos.	2
27	Garden shear	Nos.	2
28	Chemical Sprayers battery operated, capacity of tank min: 12 Ltrs -hand operated. (for spraying pesticides) Brand : Aspee/Neptune/KisanKraft/Agripro.	Nos.	2
29	Secature	Nos.	2
30	Jungle blade size - 4' x 2.5"	Nos.	30
31	MS Heavy duty wheel borrow (Two wheeler) size 1.00 x 0.6 mtrs	Nos.	2
32	<p style="text-align: center;"><u>LAWNS & GARDENS AT – TRUCK DIVISION</u></p> <p><u>MAINTENANCE OF LAWNS & GARDENS NEAR ADMINISTRATIVE BUILDING AS DETAILED BELOW:</u> <u>(WORK INCLUDES IN & AROUND ADMINISTRATIVE BUILDING & AREA BEHIND):-</u></p> <p>Approximate area: 4600 Sq.m. No. of Ornamental Potted Plants: 2500 No. of Ground plants: 200 Water Pond: 2 Terrace Garden: 30 Sq.m. No. of Indoor Plants: 150</p> <p>Work involves watering, de-weeding, munching, trimming & pruning, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation in & around, lawn & garden and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers and removal of dry leaves of royal palms etc., including maintenance of Terrace Garden, maintenance & arrangement of indoor plants near the administrative building, portico, reception area, conference hall, office's of HOD's executives etc., as & when specified & directed by landscaping In-charge.</p> <p><u>Note:</u> a) Carrying out of above-mentioned job on all working days for a period of one month is considered as one job. However, the same does not applicable for the activities viz., arrangement of indoor plants, cleaning of ponds, anti-termite treatment etc., which are done periodically or carried out as & when specified.</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	<p>b) The rate quoted shall include only for required labour and all other materials & tools viz., red earth, sand, medicine etc., are to be utilized from the Qty supplied vide BOQ.</p> <p>c) Nonperformance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. However, any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>		
33	<p><u>LAWN & GARDEN NEAR SECURITY OFFICE AS DETAILED BELOW: (Activity includes, lawn near main gate, petrol bunk, Dr.Ambedkar park, outside lawn on either sides of main gate, payrolls, D- circle area & corners, palm garden, median near security office etc.,)</u></p> <p>Approximate area: 3252 Sq.m. No. of Ornamental Potted Plants: 100 No. of Ground plants: 70</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p><u>Note:</u></p> <p>a) Carrying out of above-mentioned job on all working days for a period of one month is considered as one job. However, the same does not applicable for the activities viz., arrangement of indoor plants, pesticides spraying, anti-termite treatment etc., which are done periodically or carried out as & when specified.</p> <p>b) The rate quoted shall include only for required labour and the other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.		
34	<p><u>LAWN & GARDEN IN & AROUND CANTEEN AREA AS DETAILED BELOW:</u></p> <p>Approximate area: 3630 Sq.m. No. of trees & Palms (behind Canteen & near works committee office) : 400 No. of shrubs: 150 Water Pond: 1 No. of Ornamental Potted Plants: 100</p> <p>Work involves watering, de-weeding, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as and when specified and when application of organic manure, fertilizers, watering of trees by using RO wastewater and removal of dried tree branches and disposal of the same to a specified area, arrangement of indoor plants as & when required etc., all as specified and directed by the landscaping in-charge.</p> <p>Note:</p> <p>a) Carrying out of above-mentioned job on all working days for a period of one month is considered as one job. However certain activities viz., arrangement of indoor plants, anti-termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>	Jobs	24
35	<u>LAWN & GARDEN NEAR LIGHT ASSEMBLY HANGER (NORTH SIDE), MAJOR ASSEMBLY, GM OFFICE, FIRST AID CENTRE, MAINTENANCE DEPT., COMPRESSOR AREA, TRANSPORT AREA, MRS. &</u>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	<p><u>YTO YARD & STORES AREA AS DETAILED BELOW:</u> Approximate area: 8120 Sq.m. No. of Ornamental Potted Plants : 450 No. of Ground Plants : 250</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p><u>Note:</u></p> <p>a) Carrying out of above-mentioned job on all working days for a period of one month is considered as one job. However certain activities viz., arrangement of indoor plants, anti termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>		
36	<p><u>LAWNS & GARDENS AT ENGINE DIVISION AND ASMD</u></p> <p><u>MAINTENANCE OF LAWNS & GARDENS NEAR ADMINISTRATIVE BLOCK, NEAR COOLING TOWER, ASMD, ROCK GARDEN, CANTEEN GARDEN, SOUTH GATE LAWN INSIDE & CENTRE GATE LAWN (BOTH INSIDE & OUTSIDE) AS DETAILED BELOW:</u></p> <p>Approximate area: 4650 Sq.m. No. of Ornamental Potted Plants : 350 No. of Ground plants : 700 Rock Garden Area: 560 Sq.m.</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	<p>when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p>Note:</p> <p>a) Carrying out of above mentioned job on all working days for a period of one month is considered as one job. However certain activities viz., arrangement of indoor plants, anti termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>		
37	<p><u>LAWNS & GARDENS AT – MARKETING COMPLEX (Work includes Maintenance of garden near administrative building, near security office, median & near stores) as detailed below:</u></p> <p>Approximate area: 560 Sq.m. No. of Ornamental Potted Plants : 350 No. of Ground plants : 60</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p>Note:</p> <p>a) Carrying out of above mentioned job on all working days for a period of one month is considered as one job. However certain activities viz., arrangement of</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	<p>indoor plants, anti termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>		
38	<p><u>LAWNS & GARDENS – AT TRAINING/SERVICE CENTRE AS DETAILED BELOW:</u></p> <p>Approximate area: 470 Sq.m. No. of Ornamental Potted Plants : 300 No. of Ground plants : 50</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p>Note:</p> <p>a) Carrying out of above-mentioned job on all working days for a period of one month is considered as one job. However certain activities viz., arrangement of indoor plants, anti termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

39	<p><u>LAWNS & GARDENS AT BEML TOWNSHIP AREA AS DETAILED BELOW:</u></p> <p>Approximate area: 3800Sq.m. No. of Ornamental Potted Plants : 100 No. of Ground plants : 400</p> <p>Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge.</p> <p><u>Note:</u></p> <p>a) Carrying out of above-mentioned job on alternate working days for a period of one month is considered as one job. However certain activities viz., arrangement of indoor plants, anti termite treatment etc., will have to be carried out as & when specified only.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ of BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p> <p>e) The scope of the work involved is outside factory premises as such the contractor to consider the same while quoting for the required labour.</p>	Jobs	24
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Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

40	<p><u>LAWNS & GARDENS AT TRANSIT HOUSE – I NEAR YADAVGIRI and BEML HOUSE:</u> Approximate area: 300 Sq.m. No. of Ornamental Potted Plants : 500 No. of Ground plants : 60 Work involves watering, de-weeding, mulching, trimming, basin formation for shrubs, spraying of pesticides as and when required, rank vegetation, in & around above specified area and disposal of unwanted vegetation to a specified area. Lawn mowing and anti-termite treatment for the entire garden area as & when specified and application of organic manure, fertilizers etc., arrangement of indoor plants as & when required all as specified and directed by the landscaping in-charge. Note: a) Carrying out of above mentioned job in all the above areas on alternate working days for a period of one month is considered as one job. However certain activity viz., arrangement of indoor plants, anti-termite treatment etc. will have to be done as & when specified only. b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ. c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill. d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work. e) The scope of the work involved is outside factory premises as such the contractor to consider the same while quoting for the required labour.</p>	Jobs	24
41	<p><u>MAINTENANCE OF HORTICULTURE NURSERY INSIDE TRUCK DIVISION:</u> Approximate area: 4100 Sq.m. No. of Ornamental Potted Plants: 6000 (approximate). No. of Ground plants : 100 Work involves maintenance of existing nursery having potted plants 6000 approximately by watering the plants on daily basis, spraying of medicines as & when directed, top dressing, weeds removing, mulching & applying farm yard & organic manure, oil cake etc., cleaning the area on daily</p>	Jobs	24

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

	<p>basis. The work also includes development of new plants 500 Nos. /Month (approx) of new foliage mounted & ornamental plants including mulching of pots, repotting of plants, removal of weeds, watering daily, applying medicines and manure all as specified & directed which is required for a maintenance and development of nursery including grafting of plants etc. all as specified and directed by landscaping in-charge.</p> <p>Note:</p> <p>a) Carrying out of above job on all working days for a period of one month is considered as one job.</p> <p>b) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, medicine etc., are to be utilized from the Qty. supplied vide BOQ.</p> <p>c) Non-performance of the above job or partial job will lead to deduction of proportionate amount in the bill.</p> <p>d) The tools supplied vide BOQ shall be utilized for the work. Any extra tools other than specified vide BOQ shall be supplied by BEML for the purpose of carrying out the work.</p> <p>e) The bulbs/ foliage etc., required for development works will be supplied by Beml & only developmental activities are to be carried out by the contractor.</p> <p>f) The contractor has to provide one no. driver having heavy duty driving license to operate company tractor with trailer for movement of materials. The quoted rate shall include for the same.</p>		
42	<p>Making arrangement for planting of trees saplings by making pit of size 2' X 2' X 2' (approximately) and refilling with good red earth, manure, sand etc., and maintenance of saplings by watering periodically at specified area all as specified & directed by Landscaping in-charge.</p> <p>Note:</p> <p>a) The rate quoted shall include only for required labour and all other materials viz., red earth, sand, saplings etc., will be provided by Beml.</p> <p>b) The arrangement to be made as & when intimated within short duration.</p>	Nos	300

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

43	<p><u>ARRANGEMENT OF ORNAMENTAL POTTED PLANTS DURING VVIP VISITS & OTHER FUNCTIONS:</u> The work involves arrangement of ornamental decorative plants in a beautified manner near the function area shifting from Nursery & back after the show & carrying out necessary related work all as specified as detailed below:</p> <p>For plants up to 100 Nos.</p>	Jobs	12
44	Do as item No. 43 but Plants above 101 to 200	Jobs	6
45	Do as item No. 43 but Plants above 201 to 300	Jobs	4
	<p><u>Note:</u> a) Carrying out the above as per the quantity mentioned above for one function is considered as one job. b) The transportation for shifting of potted plants shall be provided by Beml and the quoted rate shall include only for required labour.</p>		
46	<p><u>Deploying Supervisor for organizing day-to-day works:</u> Supervisor to organize and carryout day -to- day works as instructed by concerned –in-charge on all working days all as specified & directed. Periodicity: All working days <u>Note:</u> Deploying supervisor on all working days & on holidays during exigency for a period of one month is considered as one job.</p>	Jobs	24
47	<p><u>Removal of rank vegetation:</u> Work involves removal of rank vegetation in specified areas either manually/Bush cutter and disposal of the same to a specified area as & when required and directed by landscaping in-charge. Note: 1) Carrying out of above work by deploying required/sufficient labour as shown by the In-charge for a period of Three months is considered as One JOB. 2) The removal of rank vegetation/wild growth grown in & around the yards, adjacent to buildings/hangars, either side of the roads, in between the concrete area etc., and any other wild growth/ rank vegetation grown will be shown by the concerned in-charge over the 3 months involving 4 operations in a year. 3) The required Bush cutter & fuel will be given by Beml. The agency to quote only labour for the same.</p>	JOB	8

Sub: 'Contract for maintenance of Landscaping & Horticultural works at BEML Ltd., Mysore complex for the period 2026-28 (Two years period)'

48	<p>General works: Works involves cleaning areas or any other jobs assigned by the In-charges other than regular jobs at various locations all as specified & directed during Sundays & holidays/ working days during exigencies like VVIP visit, formation of new lawn, watering to new coconut plantation, watering to newly planted plantation near Ancillary shed etc.,</p> <p>Periodicity: As and when required & directed by In-charge on Sundays/Holidays/working days etc.,</p> <p>Note:</p> <ol style="list-style-type: none">1. Carrying out of above works by deploying minimum One labour per 8 hrs work is considered as one job.2. The rate quoted shall be considered only for labour involved for the above work and materials & tools to be used as per tender document.	JOB	600
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Note:

1. The minimum labours specified i.e., 16 nos. on all working days & 5 nos. on all Sundays & holidays in a given month are to be deployed. Any shortfall in the man days in a given month (Average of all days) will be recovered @ Rs 800/Man Day for the number of labours absent than the specified.
2. The contractor may visit the area to get acquainted with the nature & scope of work to be carried out as stipulated in the tender.
3. The contractor has to make provision for gratuity as per new labor law

Signature of Contractor with seal

Annexure (J)

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

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure (J-1)**.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgressions

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.

- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

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

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

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Annexure J-1
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
 - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature
(For & On behalf of Bidder/Contractor