

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021
Tender Document		
Sub	Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEM Ltd., KGF.	

Tender Document

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1. Tender Notice

Deputy General Manager - Contract Purchase, EM Division, BEML Ltd, BEML Nagar, Kolar Gold Fields – 563 115, invites Tenders in two-bid system (Technical Bid and Commercial bid) in e-mode through BEML SRM platform and a Pre-Qualification Bid from eligible, reputed firms / Contractors / Agencies for the following :

Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.

SINo	Description	Details
1	Approximate value of contract	140.31 Lakhs (Excluding GST).
2	Duration of the contract	One Year.

Note : (1) Value indicated at 1 above includes

(a) Labour Expenditure.

(b) Supply of Items, etc.

(2) Firm to quote rate/unit in Rs against all BOQ items.

(3) Labour expenditure like monthly wages, PF, ESI, Bonus, Leave Wages, Shift Allowance, etc. to be paid by the contractor as per prevailing wages and statues.

For Scope of work, other terms and conditions, Qualifying criteria, please refer respective sections in this NIT.

Please refer Bid Invitation and all attachments also.

DGM - Contract Purchase

EM Division, BEML Ltd

BEML Nagar, KGF – 563 115.

08153-279365

2. Letter to Bidder / Tenderer

To : M/s

Dear Sir,

Further to the tender notice (at page 3/55), we would like to appraise the bidders with the following details :

BEML Limited is a Government of India undertaking, under the Ministry of Defence Production, having manufacturing units at KGF, Bengaluru, Mysuru, & Palakkad.

BEML desires to establish **Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.**

Bids in prescribed format is invited for the work indicated in the tender notice.

Interested bidders can download the tender document released along with this notification and quote in two bid system.

Instructions for submission of bids:

(1) **Pre-Qualification Bid** : EMD or Valid NSIC certificate/ MSME Udyog Aadhar Certificate/MSME Udyam Registration Certificate (Firms claiming EMD exemption), etc., are to be submitted to CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF - 563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address, etc.,

OR to be sent to e-mail emtenderbox@beml.co.in

BEFORE THE BID CLOSING DATE & TIME.

(2) Both Technical Bid and Commercial bid are to be submitted only through electronic mode in the SRM Platform.

(A) Submission of Technical Bid :

(a) Please upload all the technical bid documents in the Collaboration Folder in the system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

(b) Corrigendum regarding the tender if any will be published in BEML website before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.

(c) Documents as indicated in the Technical qualifying criteria are to be uploaded in Collaboration Folder on SRM Platform. Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.

(d) Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

(e) Please note that commercial bid / Price details should **not** be uploaded in the technical bid failing which the tender / bid will be liable for rejection.

(B) Submission of Commercial Bid :

(a) Please quote the price details in 'Item Data' in SRM system only against the respective items provided therein, before tender closing date and time specified.

(b) Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be opened subsequently on completion of the technical evaluation.

(c) **Before submitting the bid, Firms may visit the work place / site to know the scope of work.** Prior appointment may please be obtained from the In charge – Estate Maintenance, BEML Ltd-KGF. Contact No. 08153-263393. e-mail : esw@beml.co.in

(d) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).

(e) Conditional offers are liable for rejection.

(3) This Letter + Tender document + Corrigendum if any, will be part of the contract.

(4) For any technical issues / assistance in submitting the tender in SRM platform, firms may contact BEML SRM Team at CIO Office, BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027.

Phone : 080-22963269, 22963141

e-Mail : admin.srm@beml.co.in

(5) For Scope of work, other terms and conditions, Qualifying criteria please refer respective sections in this NIT. Also refer Bid Invitation and all attachments.

Thanking you,
For BEML Limited
DGM - Contract Purchase
EM Division,
BEML Nagar, KGF – 563 115.

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021									
2.1	(A) Tender Description	Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.									
	(B) Contract Period	One Year.									
	(C) Tender Reference	EMCP/1050010742/EO-HK&GM/Tender Document dated 19-07-2021.									
	(D) Tender Closing Date / Time	Technical and Commercial bids are to be submitted before the tender closing date and time as indicated in Bid Invitation / BEML website.									
	(E) Security Deposit	10% of Contract Value (Including GST).									
	(F) Labour License under contract labour (R & A) ACT 1970 and Central Rules made there under	Successful bidder has to submit a valid Labour license / Proof of applying for the same within a period of one month from the date of awarding work order, against Form No III.									
	(G) PF / ESI	Firm should have PF/ESI Code Numbers OR on award of contract, successful bidder (Firm) shall apply for PF/ESI codes to the respective authorities. In case the firms have registration in other states (other than Karnataka) they have to agree to obtain separate sub code for the local area.									
2.2	Pre-Qualification Criteria (BIDS NOT COMPLYING WILL BE REJECTED)										
	(A1) Earnest Money Deposit (EMD) Returnable	Rs 2,80,700/-. (Rupees Two Lakh Eighty Thousand and Seven Hundred only).									
(a) Method for Payment of EMD (Earnest Money Deposit) :											
EMD to be deposited in particular Bank a/c and the same will be used for refund.											
For the purpose of receiving online EMD amount, current account has been opened with SBI, Overseas Branch. Following are the bank account details :											
<table><tr><td>Current Account No</td><td>Division / Complex</td><td>Customer ID</td><td>CIF No</td></tr><tr><td>38285193426</td><td>KGF</td><td>19574</td><td>40089</td></tr></table>				Current Account No	Division / Complex	Customer ID	CIF No	38285193426	KGF	19574	40089
Current Account No	Division / Complex	Customer ID	CIF No								
38285193426	KGF	19574	40089								

Link the account to your respective user id approaching local SBI.

The accounts are first to be linked to the respective CIF mentioned against division.

Further administrator has to perform some steps to link the account to SBI collect.

SBI collect file is to be created and the branch is to be approached to approve the SBI collect link. Once it is approved by SBI Branch and their head office, they will provide one link and the same is to be provided to purchase department so that in each tender the respective link will be displayed.

Further auto sweep instruction to the respective cash credit account of the division is to be given.

Any clarification may be obtained from the respective bank and in case of difficulties, DGM(F), Corporate Office , BEML Soudha, BEML Limited, 23/1, 4th Main, S.R.Nagar, Bengaluru – 560027 may be intimated in order to take up with SBI.

Instructions for paying amount in the link

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

1. Click the link and it will take to the SBI collect site. (Annexure A)
2. Click the below conditions button and then proceed.
3. Select the below options (Annexure B)

State of Corporate / Institution * **All India**

Type of Corporate / Institution * **PSU-Public section undertaking**

Then click the Go

4. For **PSU - PUBLIC SECTOR UNDERTAKING** Name, select **BEML LTD KGF-** (Annexure C) And then Submit

Select payment category as EMD/Tender Fee and fill the format (Annexure D).

Annexure A

The screenshot shows the State Bank Collect website. The header includes "Products & Services" and "Know More". The main banner features a globe, a laptop with "PAYMENT ONLINE", and the text "STATE BANK COLLECT A MULTI-MODAL PAYMENT PORTAL". Below the banner is a "DISCLAIMER CLAUSE" section with the following text:

Terms Used

- > **Corporate Customer:** Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > **User:** The beneficiary making a payment to F/C/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

☐ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment.)

Proceed

Waiting for www.onlinesbi.com...

Annexure B

The screenshot shows the State Bank Collect website with the institution selection form. The header includes "SBI" and "State Bank Collect". The main content area shows the following form:

State Bank Collect / **State Bank Mops**

State Bank Collect / State Bank Collect [Exit](#)

State Bank Collect 05-Aug-2019 [12:51 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution *

Type of Corporate / Institution *

Go

Notes:

- Mandatory fields are marked with an asterisk (*)
- State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

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Annexure C

State Bank Collect

https://www.onlinesbi.com/sbicollect/payment/listinstitution.htm

SBI State Bank Collect

State Bank Collect / State Bank Mops

State Bank Collect / State Bank Collect

State Bank Collect 05-Aug-2019 [12:52 PM IST]

Select from PSU - PUBLIC SECTOR UNDERTAKING

PSU - PUBLIC SECTOR UNDERTAKING Name BEML LTD KGF

Submit Back

Mandatory fields are marked with an asterisk (*)

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Annexure D

State Bank Collect

https://www.onlinesbi.com/sbicollect/payment/showpaymentdetails.htm

SBI State Bank Collect

State Bank Collect / State Bank Mops

State Bank Collect / State Bank Collect

State Bank Collect 05-Aug-2019 [12:53 PM IST]

बी ई एम एल
beml
BEML LTD KGF
BEML SOUDHA 4TH MAIN ROAD S.R. NAGAR , BEML NAGAR KGF , BANGARAPET-563115

Provide details of payment

Select Payment Category * EMD/TENDER FEE KGF

Category Name *

Payment Mode * --Select Payment Mode--

Bank Reference No *

Transaction Date *

Amount *

Status *

Name of the Company *

12:54 PM 8/5/2019

(b) If EMD is exempted, copy of relevant and Valid documents like NSIC certificate / MSME Udyog Aadhaar Certificate / MSME Udyam Registration Certificate are to be submitted.

(A2) Integrity Pact Signed by the bidder with 2 witness.

(Applicable if the tender / bid value is more than Rupees One Crore).

Integrity Pact is applicable for this tender.

1. Integrity Pact format to be downloaded from BEML website (www.bemlindia.com) and signed copy of the same to be uploaded along with the firm's bid / other documents.

2. Integrity Pact Format is also available at pages 50-55 (6 pages) of this tender document.

- Bidder has to fill the details like firm's name, contract name, etc. in the IP format.
- All six pages of Integrity Pact to be signed with seal.
- 2 witness signature with NAME and address to be indicated on IP.

Pre-Qualification Bid Envelope should contain details of A1 [(a) or (b)] and A2.

Pre-Qualification Bid Envelope should be addressed to :

DGM - Contract Purchase,
EM Division,
BEML Ltd.,
BEML Nagar,
KGF – 563 115.

Pre-Qualification Bid Envelope should reach CRS (Central Registry Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115 on or before tender closing date and before tender closing time.

OR

Soft copy of Pre-Qualification documents can be sent through email to id : emtenderbox@beml.co.in before tender closing time on tender closing date.

BIDS NOT COMPLYING ABOVE WILL BE REJECTED

2.3

Technical Bid : Qualifying Criteria

Scanned copies of following Bidders qualifying documents are to be uploaded along with the Technical bid.

(BIDS NOT COMPLYING WILL BE REJECTED)

Sl No	Description	Requirement		Additional Information
		Details	Value (Rs In Lakhs)	
B1	NIT Acceptance Letter (Down load from SRM Platform or refer page 56 of this document)	To be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B2	Corrigendum if any (To be down loaded from BEML website www.bemlindia.com)	All pages to be signed with seal		Same to be signed with seal, scanned and to be uploaded on SRM Platform
B3	Average Minimum Annual financial Turn over in the last 3 years (latest or FY 2019-20, FY 2018-19 & FY 2017-18 will be considered).	Certified by practicing CA	42.09	Scanned copy to be uploaded on SRM Platform
B4	Experience in executing similar type of works / labour deployment, completed during last 7 years, value greater than or equal to the said requirement. Enclose satisfactory work done / performance certificates (Not work orders / POs) issued by the customers.	1 Similar work of Minimum value	112.25	(a) Select any applicable one and upload scanned copy of similar work completion certificates issued by customer. (b) If the works / contracts were carried out in other than Government or PSUs, the bidders have to submit TDS Certificates along with work done certificate.
		2 Similar works each of Minimum value	70.15	
		3 Similar works each of Minimum value	56.12	
B5	IT returns Filing	Latest OR for AY 2020-21 AY 2019-20 AY 2018-19		Scanned copy to be uploaded

Bids without above indicated documents will be rejected.

Pre-Bid Meeting / Study**(Not Mandatory)** but for the information / Clarification of the Bidder before quoting)

Officer in charge for the contract : Incharge –Estate Maintenance, BEML Ltd - KGF. Contact No. 08153 - 263393 e-mail : esw@beml.co.in

Note :

- (a) Bidders are suggested to upload all documents well in advance (say 3 to 4 days before closing date), not resorting to last date last minute uploading, which may result in improper / missing of documents uploading.
- (b) Bidder has to submit all the above documents for qualifying in Technical bid. It is suggested to cross check all the documents against the above list after uploading in SRM platform to ensure that all the necessary documents are correctly uploaded. In case of any difficulty in uploading, SRM Team may be contacted at 080-22963 269 / 141 for help.
- (c) In case some of the above documents are not submitted / uploaded by the bidders, BEML reserves the right to either reject or obtain clarifications from bidders (against technical bid only). Decision of BEML in this regard will be final and binding.
- (d) Above documents if already uploaded in electronic format (on SRM platform only) in any of our recent e-procurement tenders, the bidders may indicate the Bid Invitation Number of the tender in which the concerned document is referred for consideration. However it is suggested to upload the documents again in this tender also.
- (e) To have better clarity and easy identification, bidders are advised to upload the documents separately by giving appropriate names ie.,
 - (1) For signed & sealed NIT Acceptance letter –FILE NAME = NIT_AL_Signed&Sealed
 - (2) For Annual Turn over certificates – FILE NAME = Annual_Turnover etc.,Do not club all the documents in one single file.
- (f) Bidders who are having a valid registration Certificate of Statutory bodies (like NSIC “The National small industries corporation Ltd” etc.,) are exempted from submission of EMD Amount as per applicable rules. As a proof of the above registration, firm has to upload the valid registration certificate along with technical bid on SRM Platform.
- (g) Bidder may visit the site for better understanding of the area / work involved etc., before quoting. Ignorance of site conditions at later stage will not be entertained by BEML.
- (h) Items (if any) quoted by the vendor has to conform specified brand / requirement / IS and their samples to be approved by BEML before bulk supply.
- (i) Firm has to ensure updating their GST details at BEML WEB SITE www.bemlindia.com.

2.4	QUESTIONNAIRE	
	(To be filled in by the Tenderer and to be uploaded along with the Technical Bid)	
1	Name in full and address, under which the tenderer is proposing to execute the contract.	
2	Colour Passport size photo of Proprietor with signature (if the firm is participating for the first time in Tender floated by BEML EM Division).	
3	Address of official premises at KGF, if any.	
4	Address of official premises at other places	
5	Telephone / Mobile / Fax / e-mail ID	
6	Indicate license number under contract labour (Regulation & Abolition) Act -1970 if any obtained for similar works.	
7	Indicate ESI Registration/ Code No.	
8	Indicate PF Registration / Code No.	
9	Indicate GST Registration No. and applicable SAC for the subject work.	
10	Firm has to update their GST details on BEML website (www.bemlindia.com).	
11	Nature of other works contracts and period dealt(Add additional sheet and upload if required).	
12	Details of works carried out for the past three years.	
13	Indicate the companies/ undertakings where you have undertaken any contracts (Also mention the period of your association / contract with them)	
14	Does your agency have ISO registration? If so, give details.	
15	Income tax PAN No	
16	Copies of satisfactory performance certificates with value executed	
17	Quoted price is deemed to be Exclusive of GST	
18	Self declaration by vendor that they are not black listed by any Govt / PSU organization.	

	<p>19 Contractor's Bank details. (to be filled in and to be signed with seal).</p> <p>To :The Accounts Officer, Accounts Department, BEML Limited EM Division, KGF.</p> <p>Sub: Details for Payment through RTGS (Real Time Gross Settlement)</p> <p>(To be filled by the Vendor)</p> <p>1. Vendor Code : 2. Vendor Name : 3. Account No : 4. Name of the Bank : Address : 5. IFSC Code : (Indian Financial System Code) 6.MICR Code : (Magnetic Ink Character Code) 7. NEFT Code : (National Electronic Fund Transfer)</p>	
<p>I agree to bear bank charges, if any, to be charged directly by the bank for RTGS/ECS payment.</p>		
<p>I / We certify that to the best of my / our knowledge the particulars furnished above are true.</p> <p>It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.</p> <p>Place :</p> <p>Date :</p> <p>SIGNATURE OF THE CONTRACTOR (S) WITH SEAL</p>		

2.5 Important Notes :

1. UNIT RATES only (not extended value like unit rate x qty) are to be quoted against specific BOQ items.
2. UNIT RATES are to be entered in the BEML SRM system, only in the 'Item Data'.
3. UNIT RATES excluding applicable GST are to be entered.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. To get familiarize with the area of work, the firm is advised to make a personal pre bid visit to our works, consult the concerned officer and get clarified.
6. Materials involved in the contract are to be of IS make or of the specified brands as indicated in the NIT. Item sample to be supplied by the contractor for approval by contract in charge, bulk supplies are to be made only after acceptance of the sample.
7. Selection of **L1 firm will be based on the least net quoted rate for all line items of BOQ. i.e "Sum [(QTY x Unit Rate)]"**.
8. Payment will be against certification of User Department (L046 code in SRM). Bidders are requested to indicate/select the same while quoting commercial bid.
9. We would like to inform that all out efforts are being made for continuous improvements on aspects like NIT formation, tendering etc., any suggestions for future improvements / observations regarding mistakes in the tender if any may kindly be brought to the notice of the tender inviting officer before tender closing date & time to facilitate for bringing out corrigendum for the subject tender / bring out the changes in the future tendering process. Your feedback / suggestions are welcome and the same will be valuable in refining the tender process.

3. Scope of Work

Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.

1	<p>Maintenance of BEML Garden near Transit House, garden at Top executive Residence, Executives Residence, Park near drinking pump house, Dr. B.R Ambedkar park opposite to Sports complex, Republic Garden Near Railway Gate, etc. :</p> <p>1) Work involves Maintenance of the entire garden comprising lawn ,trees, shrubs, hedge trimming, making of green beds, foliages, creepers, existing rose pruning, etc. including regular watering, removing of weeds , replacement of plants, grass cutting, trimming using lawn movers , removal of garden waste, applying insecticide, pesticide, oil cake & fertilizers(whenever required) top dressing of lawn with spreading of red earth/sand & applying of manure, cleaning /sweeping the area on daily basis & roof top to be cleaned once in a month as directed by Contract in-charge.</p> <p>2) Carrying out of above job on daily basis for a period of one month (Excluding Sundays & Holidays) is considered as one job.</p> <p>3) The required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p>
2	<p>Maintenance of Horticulture Nursery near Bachelors Hostel :</p> <p>Maintenance of existing Potted Plants (approx.15000)of different variety at Nursery - Work involves maintenance of existing nursery by watering the plants on daily basis, spraying of medicines as & when directed , top dressing, hedge trimming, weeds removing, munching of pots, transplanting the damaged plants & applying farm yard & organic manure, oil cake etc., cleaning /sweeping the area on daily basis. The work also includes development of new plants of new foliage mounted & ornamental plants and disposal of generated garbage at specified places as per the direction of Contract in-charge, repotting of plants, all as specified & directed which is required for maintenance and development of nursery including grafting of plants, etc., complete, all as specified & directed.</p>
3	<p>Maintaining and development of the plants on the PWD Double main road :</p> <p>Work involves making pathy, clearing the rank vegetation / extra growth of un-wanted plants on the median for double road by cutting either manually or using machine, once in a month and disposing the same away from the road From Sir. M.V.Mahadwara up to Dr. Ambedkar High School (approximate 3 .5K.M long) in the required shape & beautified manner. Applying red earth/ manure/ medicine etc., and keeping the median & on either side of roads neat & clean, all as directed by Contract in-charge.</p>
4	<p>Arrangement of show plants for VIP functions or any type of functions as per the Management directives :</p> <p>The work involves loading and unloading for both to & fro from Nurseries to function</p>

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4	spot (5 Km Radius), arrangement of plants in beautified manner, cleaning the function area and any minor works related to Plants all as specified & directed by Contract In-charge. The required transportation for movement of plants to various locations shall be arranged by the contractor	
5	Preparing of buntings from leaves/leave branches with rope and tying the buntings in the required areas (Republic day, Independent day celebration, Karnataka Rajyotsava Vinayaka Temple-6nos, Murugan temple-2nos) as directed with necessary 10' ft distance poles at intervals as required including covering with leaves including fixing in ground and removing after completion of the function, all as directed by Contract in-charge.	
6	Clearing of rank vegetation in the specified area by cutting all types of grass and small plants and bushes etc at ground level without damaging the existing Electrical/waterline and clearing the area by removing the cut vegetation from the premises to a distance not exceeding 500 m and disposed off. The debris to be cleaned from the site within 2 days of cleaning the area, all as directed by Contract in-charge.	
7	Cutting of dry trees & live tree branches (Less than or equal to 30 cm girth & 60 cm girth up to and including 120 cm girth) obstructing electrical lines/Over head lines wherever directed by Contract in-charge, either manually or by machine and shifting the cut branches/trees, to the nursery . The work has to be carried out in co-ordination with BESCOM authorities in places where the trees/branches are in contact with electrically live wires. Necessary transportation has to be arranged by the Contractor for shifting of cut trees / branches and stacking the cut trees at the place shown by Contract In-charge.	
8	Making arrangements for planting of tree saplings by making pit (2' X 2' X2') in the required area, to fill 40%existing good soil and remaining by using red earth, sand, manure, etc., shifting the required plant and necessary tools from Nursery to the spot, in the pit, removing extra earth from the premises etc., with necessary minor works (making pathy) to make the planting function successful. The required materials like plants, sand, red earth, manure etc., are to be moved from the nursery. The arrangement to be made as & when intimated within a short duration.	
9	Supplying of water for nursery near Bachelor Hostel/BEML Gardens, colony quarters, and watering the plants on the road median from Sir. M.Vishweshwaraiah Mahadwara to Dr.BR. Ambedkar School (Approximately 3.5 KM length of road), by using private agency water tanker, which includes cost of fuel, driver and necessary hoses along with helpers, as and when required. The frequency of the loads will be decided by Contract in charge.	
10	Masonry Works : Work involves attending civil works (Like masonry, plastering, concreting, earthwork, roof leakage etc) on day to day complaint received from various types of quarters of the colony as directed by Contract in-charge.	
11	Plumbing Works : Work involves attending in repair of water supply pipe line, excavation of earth for pipe lines, fixing of taps, valves, tanks etc. repair and servicing of Valves, and breakdown of repair work.	
12	Valve operation during the II shift & III shift : The Work involves regulating the water pipe line valve at various places in the colony and checking the OHT water level (situated at Hillock area) and leakage in pipe line, etc.	

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13	Blockage Removal : Removal of underground drainage (UGD) blockages for quarters and public building in pipeline / chambers from kitchen/ toilets, oxidation pond, etc. and making good the outlet by replacing the pipes, fittings, etc., including carrying out necessary earth work excavation or dismantling of concrete, etc. wherever necessary all as directed by contract in-charge.	
14	Carpentry Works : Work involves attending repair works/minor replacement of frames & shutters for windows, doors, cupboards, shelves, etc., including window glasses both at quarters & public buildings.	
15	Electrical Works : Work involves assisting Departmental Electrician in operations of Public Address system , repair & rectification of electrical installations in company quarters /public buildings, etc.	
16	House Keeping Works : Housekeeping works which includes clearance of garbage , cleaning of toilets (LWF activity center, BEML Nursery School, LWF Gym room & Sports Complex), Spraying of pesticides/Insecticides for eradication of mosquitoes, insects etc, maintenance of oxidation ponds, cleaning of roads and berms from Mahadwara Up to Railway Bridge and Aladamara to H&P Division Technical gate area under # Swatch Bharat Abhiyan.	
17	Firm has to provide 2 Nos. tractors with trailer with hydraulic lift facility including fuel, drivers and helpers. Fuel required for the tractor & the drivers with valid license to be arranged on daily basis by the contractor which will be exclusively used for garbage removal.	
20	These works are to be carried out on all working days only. (on Sundays and holidays only 15 labour to be engaged for Essential work).	
21	One number BEML Tractor will be used exclusively for movement of material like Cement, Sand, Aggregate, Blockage wheel, PA systems to various functions at public building. Sports Complex, EM Club etc.	

4. Terms & Conditions

1	This contract comprises of full, final and entire completion of the subject work all as shown in Schedule "A" and as described in the particular specifications and also subject to the General conditions of contract. Work shall be completed as per the duration mentioned under Tender Notice the time of completion is to be reckoned from the date of commencement mentioned in the Purchase Order.					
2	Please refer "ES/Terms & Conditions/Civil works dated 23-08-2018" (22 Pages) for General Conditions & Revised special conditions for civil works contract.					
3	Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.					
4	Contractor has to engage adequate number of labours (55Nos) on all working days (and on Sundays / Holidays (15Nos), preferably who are presently engaged at Estate Maintenance department for the subject work.					
5	Labours deployed in the contract shall be ESI registered, Healthy & able bodied persons capable of executing works, aged between 18 to 60 years and Punctual.					
6	Labour deployed for the above contract need to be verified regarding their character and conduct from the local police station (BEML Nagar, KGF).					
7	Following are the details of existing minimum wages w.e.f 01-04-2021:					
Wages/Day as of 01.04.2021						
Sl No	Description	MoS Labours			Non MOS 11 - Unskilled Labours	
		Above 20 Years		7 to 15 Years		
		41 Unskilled	2 Drivers	1 Skilled Electrician		
1	Wages (Basic+DA+ Increment)	544.00	722.00	679.00	431.00	
2	(PF+ESI+EDLI) @ 16.25%	88.40	117.33	110.34	70.04	
MOS - Memorandum of settlement between BEML Contract Workers Union, KGF Complex and contractors signed before deputy chief labour commissioner (central) is valid up to 31-03-2024 wherein BEML management was a witness.						
8	Minimum wages are expected for revision on 1 st April and 1 st October every year.					
9	Contractor has to make payment to labours on or before 7 th of every month. Statutory payments like ESI, PF, EDLI etc., have to be made every month regularly.					
10	Contractor shall ensure payment of minimum wages prescribed by the central Govt. from time to time. During the contract period, statutory increase such as minimum wages, VDA , etc. prescribed by Central Govt. if any, to be borne by the Contractor.					
11	After disbursement of wages, on or before 7 th of every month, contractor shall submit proof of payment made to labours (such as bank statement) to HRD.					

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021
12	Contractor should pay applicable bonus to their labours of this contract, once in a year as per bonus act.	
13	Contractor should give leave with wages as applicable under factory act for all his contract labours of this contract.	
14	Contractor should pay applicable shift allowances to their labours of this contract.	
15	Contractors should give paid holidays for three National holidays and nine Festival holidays for all his contract labours of this contract, as per prevailing guidelines.	
16	Contractor has to submit the monthly bills along with current monthly labour wages paid statement, ESI/PF remittance vouchers to the Estate Maintenance department, for processing of the monthly bills. Payment will be made against the submission of all documents as detailed above. Contractor shall submit bills after satisfactory completion of the work every month to the Contract In-charge, along with all said documents.	
17	Contractor has to submit the GST challan having submitted the GST and filing the return (uploading the data into the GST portal) on monthly basis.	
18	Canteen facilities may be extended on cost basis as per the norms of the company.	
19	Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees' provident fund act 1952 and Employees' state Insurance Act 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own code to the concerned account numbers of labour, In case the contractor fails to remit the above statutory payments. BEML, as principal employer, shall have the right to make the payments on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all code numbers and also individual account numbers to BEML.	
20	Contractor shall submit copies of challans, returns, receipts, various Registers/ Returns or any other proof for having remitted PF & ESI contributions along with monthly bill to the Finance department. Only after due verification of the bills and returns / challans on the evidence of remittance of the PF, ESI, EDLI, payment shall be made to the Contractor. If the contractor fails to pay the wages to their labours on or before 7th of every month, appropriate penalty shall be imposed for non compliance.	
21	Contractor shall make his own arrangement for accommodation and to & fro transportation to BEML factory for his labours.	
22	Contractor shall provide each labour with an individual pay slip showing their monthly wages along with the statutory contributions made. Contractor shall also provide consolidated statement showing the month wise summary statement of the payments made against each labour.	
23	On award of contract, firm shall execute an agreement in a bond paper of Rs 200/- as per the format given by M/s BEML Limited to carry out the subject work as per terms and conditions as directed.	
24	Sub-contract/sub letting : Under any circumstances, this works contract awarded by BEML Limited to the successful firm, shall not be sub contracted to any other party.	
25	GST is applicable as per prevailing rates. Bidder has to produce the challans as proof of the payment to the tax authority. GST is applicable on gross amount payable to the contractor.	
26	Contractor shall obtain labour license from the Competent Authority (Central Government) within thirty days of issue of work order & submit it to officer-in- charge.	

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021
27	Over time wages : No labours shall be allowed for deployment on overtime work basis on whatsoever circumstances. Contractor/agency should deploy labours only for 8 hours/day. Due to unavoidable circumstances if any labour is deployed on overtime work / on weekly day of rest / on any day including Sundays / Holidays, then the contractor / agency shall pay the overtime wages / extra allowances, as per the provisions of factories act and rules made there under wages act. Wages for their extra working for such time is to be regulated as per factory's act. BEML shall not reimburse the above said payment.	
28	Work should be carried out in I and II shifts. Labours shall be engaged on all days including Sundays and holidays, unless and otherwise specified.	
29	Quantity indicated in the BOQ is One year requirement. Contractor has to arrange / supply the items listed in the BOQ, as directed by the Contract In-charge. Contractor has to position equipments/tools required for housekeeping in the beginning of contract.	
30	Following conditions are deemed to be included in the quote : (1) 15 days Leave / Leave payment (to be borne by the contractor). (2) Payment of PF & ESI (should be paid by the contractor). (3) Applicable Shift allowances (Should be paid by the contractor). (4) Bonus at 8.33 % of paid wages, once in a year as per bonus act (should be paid by the contractor). (5) Items to be issued by the contractor : (a) 1 pair of Safety shoes with 2 pair of socks for 1 year. (b) 2 pairs of stitched uniforms per year.	
31	Electricity and water supply required for the work may be provided at a nearest available point by BEML at free of cost. Contractor to note this aspect while quoting the rates.	
32	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.	
33	Work shall be carried out every day unless and otherwise specified by Contract In-charge.	
34	Contractor should produce his muster rolls duly certified by the officer in charge or his representative, once in a month say before 7 th of each month. So that the ESI/PF amount can be ascertained and recovered/payment obtained irrespective of the fact whether work order is issued or not.	
35	If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty, will be recovered by the company from the bills of the contractor.	
36	Contractor should maintain all registers and records required for ESI, PF payment of wages etc under the statutes and produce them for verification as and when called for by company inspecting authorities.	
37	Contract labour (Regulation and abolition) Act 1970 under section-12 and rule 21 prescribes that every contractors who employees labour for executing contract works, should obtain license from labour authorities to carry out any works contract, so that the laborers employed by the contractor are not deprived of the facilities provided under the Act, such license shall be produced to BEML authorities before commencement of work.	

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021
38	Contractor is required to submit the daily attendance of labours engaged duly certified by the in charge or his representative.	
39	ACCIDENTS INJURIES AND DAMAGES : 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 all loss and claims, of injuries or damages to any person, which may arise during the progress of work. For this purpose the contractor shall take an Insurance policy to cover the risk for the period of contract (Workmen Compensation / Risk Coverage insurance Policy) . In the event of any accident / injury / disablement to the labour / Driver / supervisor, contractor shall arrange to pay required compensation legally payable to the concerned workman/dependent in addition to the medical treatment / assistance.	
40	LABOUR ACTS : 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 satisfaction of Engineer-in-charge. Contractor shall remain liable for the payment of all wages or other remuneration to his labors or employees under the payment of wages act-1936, Employees liability Act 1933 workmen's compensation act 1923, ESI Act 1948 or any other acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment shall be binding on the contractor.	
41	If there is any default on the part of the contractor an estimated amount towards ESI liability including the penalty the penalty damage, will be recovered by the company from the bills of the contractor.	
42	Any hike in DA, corresponding increase in statutory levies, Rates of materials, charges for Machineries, tools & service charges to be borne by the contractor during the pendency of the contract.	
43	Contract will be in force for a period of one year. Unit rate will remain same for the period of contract.	
44	Contractor shall get the work done by engaging adequate number of supervisors. Supervisors should organize and supervise the work and take instructions from the Contract In-charge on a day to day basis.	
45	Entry and exit of workman is controlled by the security authorities of the company. 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.	
46	If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upto, in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work. The same will be borne by the contractor.	
47	BEML reserves the right to short close the contract at any time, if so ordered by with assigning the reasons.	
48	In the event of the Firm failing or neglecting to carry out the work as specified and as required by the Company, the Company shall be entitled to recover damages from the	

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48	Firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labours and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit OR any part thereof remaining to the Credit of the Firm and at its option also be entitled to terminate the contract.	
49	Arbitration of Disputes: Venue of arbitration will be in India and in accordance with Arbitration & Conciliation Act, 1996 and the rules framed there under and modified or amended from time to time.	
50	Disputes, if any that may arise between the parties in any of the matter connected herein will be mutually discussed and amicably settled, failing which the same will be referred to a sole arbitrator to be appointed by BEML Limited. Arbitration proceedings shall be conducted in English language and the Arbitration proceedings will be held in Bangalore.	
51	All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the Chief of Complex of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at KGF shall alone have exclusive jurisdiction to entertain and adjudicate thereon.	
52	Contractor has to make arrangements for providing requisite manpower to execute the work on time, support materials for undertaking the job and safety equipment for safe & smooth approach for completion of work at heights/locations.	
53	Contractor shall arrange for the work in shift assigned rules subject to security check and instructions of the company rules laid down from time to time. All the labours, supervisors shall have photo identity cards which should be produced while on duty for identification.	
54	Under all circumstances the Contractor will be fully responsible for any disruption of the works. Such disruptions will be penalized as per the Management's directions.	
55	All disputes arising out of this contract shall be referred to the decision of the Divisional chief of the Company whose decision shall be final and binding.	
56	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 satisfaction of Engineer-in-charge. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. In the event the contractor fails or neglects to pay amount, due to him under workmen's compensation act ESI Act or other labour laws. The company is entitled to withhold the same from any other amount condemned and remit the same to the authorities concerned such payment	

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56	shall be binding on the contractor.	
57	BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.	
58	Due date for submission of tenders may be extended by BEML, in its sole discretion , which shall be announced as corrigendum to original NIT only at BEML Limited's website . Validity of bids submitted shall be deemed to be extended accordingly.	
59	BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.	
60	Correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.	
61	Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time & also at any stage of finalization of the subject tender irrespective of status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings & will be communicated suitably. They will not be considered for any ongoing tenders even if participated till the hold is officially lifted & confirmed in writing.	
62	BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.	
63	BEML reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.	
64	BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.	
65	Bid invitation / Notice Inviting Tender is not an offer or a contract.	
66	Proposals become BEML's property.	
67	Penalty Clause :	
	Sl	Description
	1	To produce Workmen Compensation /Risk Coverage
		Penalty
		0.2% of monthly contract bill will be deducted/week subject to maximum of 2%

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67	1	Insurance Policy before commencement of contract.	of monthly bill.
	2	Stitched uniform, shoes, socks to be provided within 30 days from the commencement of the contract	0.3% of monthly contract bill will be deducted/week subject to maximum of 1% of monthly bill.
	3	Monthly wages to be paid on or before 7th of every month	0.5% of RAR bill value for every two days of delay.
	4	Contractor shall obtain labour license from the competent authority within 30 days of issue of purchase order.	0.3% of monthly contract bill will be deducted/week subject to maximum of 1% of monthly bill.
	5	Provision of 2 Tractor with trailer.	Rs. 500/per day/per tractor shortage
	6	Security Deposit / BG to be submitted within a month from the date of commencement of contract.	0.5% of monthly contract bill will be deducted/week subject to max of 5%.
	7	Any shortage of supply item.	Proportionate deduction will be done from bills as recommended by the Contract In-charge.
68	BEML reserves the rights to : I. Accept or reject any or all proposals. II. Waive any anomalies in proposals through an addendum. III. Modify or cancel RFx / Tender Enquiry.		
69	BEML Ltd's decision is final for evaluation of the offers.		
70	Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.		
71	Canvassing in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.		
72	In case any Person/Persons, Company, Firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.		
73	Uploaded documents in the SRM Portal should be legible & readable. If required, entire original documents (Uploaded Documents in SRM Portal) have to be submitted, if asked for, within time frame specified at the that time. If Original documents are not submitted when asked for, their Bid will be liable for rejection.		
74	A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.		
75	Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.		
76	No representation would be entertained on any error(s) if found in the NIT after tender for necessary corrective action(s) before tender closing date. Vendor's time and expenses has to be borne by vendor(s).		
77	Public Procurement – Preference to Make in India Policy : Procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy &		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document		Date : 19-07-2021
77	Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15 th June 2017. The full details of the order can be seen at http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017 .	
78	Supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.	
79	Indicated period of contract shall be from the date of commencement as per the Service Purchase order with an option for the company to extend for a further periods on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. Contractor shall not be entitled to claim any compensation or any damages for such termination.	
80	Accepting officer reserve the right to place order as a whole or part of any service as deemed fit.	
81	Price & Invoicing : Agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. Method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number (s) and supporting documents as called for in the Purchase Order.	
82	Purchase Order Cancellation Clause : In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.	
83	If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. Breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases/ execute the contract from elsewhere. Damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.	
84	Risk purchase clause : In case of non-performance in the PO, BEML will take alternate action at your risks and cost apart from levying liquidated damages as deemed fit.	
	For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied :	
	Re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.	
	Defaulting Contractor shall be served with notice of re-purchase.	

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84	<p>Risk purchase loss shall be recovered only after the re-purchase contract has been executed.</p> <p>There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc.</p> <p>In such cases, Supplier has to accept the cancellation. BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.</p>	
85	<p>Non-disclosure and information obligations : Supplier shall provide Purchaser with all information pertaining to the service rendered in so far as it could be of importance to Purchaser. Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution or to third parties. Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.</p>	
86	<p>Tax conditions : TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for Service/NRC that will be carried out.</p>	
87	<p>Works to be carried on with expedition failing which the Company may employ other Contractor(s) without vitiating the contract : 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". 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.</p>	
88	<p>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 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. Supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. 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.</p>	
89	<p>Secrecy : All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the</p>	

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89	execution of the services hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML. BEML shall be entitled to prevent a breach of the above and to damages in case of breach.	
90	Drawing 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.	
91	All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.	
92	In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the	
93	Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.	
94	Contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.	
95	Appropriation : BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.	
96	Contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. Contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. Contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. Contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. Contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.	

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97	Prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO.	
98	If at any time, during the said period, the supplier reduces the price of such services or render such services to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.	
99	Non-waiver of defaults : If any individual provision of the Contract is invalid, the other provisions shall not be affected. 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.	
100	Integrity commitment in the execution of contracts :	
	<p>(a) Commitment by Purchaser : Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.</p> <p>(b) Commitment by the Contractor: Contractor (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. Contractor (s) will not commit any offence under the relevant Acts. Contractor(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. Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.</p>	
101	Intellectual property rights; licenses : If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. Supplier guarantees that the service rendered does not infringe on any of the intellectual property rights of third parties. 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. Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard & shall reimburse Purchaser for any damages suffered as a result thereof.	
102	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	

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102	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 – 39 hereof. Any question or dispute as on 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.	
103	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, shall 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. 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. Purchase may takeover partly processed material at a mutually agreed price.	
104	Security Deposit :	
	(a) Successful tenderer shall furnish security deposit for the fulfillment of the contract within 30 days of release of Purchase Order. Security amount shall be to a value of 10% of contract sum (Including GST). Such Security Deposit shall not entail any interest payment on refund. No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.	
	(b) Contractor on acceptance of the contract, deposit the difference between Earnest money Deposit and full Security Deposit amount. PEMD amount cannot be considered for such adjustments in the SD payable by the Contractor.	
105	Options for payment of security deposit:	
	(a) Contractor on acceptance of contract, deposit the Security Deposit amount through RTGS/NEFT to A/c No 54029289872, M/s BEML Ltd., EM Division, KGF. [IFSC code : SBIN0040168 (SBI BEML Nagar)]. OR	
	(b) Bank guarantee from Indian Public Sector Bank is acceptable for Security Deposit.	
106	Note :	
	(a) Contractor may choose any one of the options and inform the same in writing while submitting the tender. Failing which, it is presumed that Option-II is considered i.e. Security deposit will be furnished in the form of Bank Guarantee.	
	(b) In case of BG submitted towards SD it shall remain in force till the completion of work / Defect liability period + Three months, covering the claim period.	

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	(c) Above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the Company under the terms and conditions of this contract may be deducted from this Security Deposit or from any sums that may be due, or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the Security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.	
107	EXTENSION : In case of extension of the Contract, the validity of Bank guarantee also should be extended suitably failing which same will be realized by the BEML.	
108	REFUND OF SECURITY DEPOSIT :	
	(a) If the contractor has submitted SD in the form of BG will be returned to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing, that the work has been physically completed in all respects.	
	(b) SHOULD there be any over payments made inadvertently to the Contractor on this contract or in any other contract, the company shall recover such amount from the Contractor either by deducting the amount from any sums that may be due or may become due to the Contractor by the Company on any account whatsoever from this or from any other contract or from the Security deposit / Earnest money deposit made by the Contractor.	
109	Running Account Remittances (RAR) : During the progress of work, contractor shall submit the claims giving complete details of work done, rate and value to the Engineer-in-charge/Officer-in-charge nominated by Chief Engineer who shall certify the rate and quantity as per the MB and prepare a statement showing the description and quantity for which he recommends payment. These claims are called RAR bills and RAR payments are made once in a calendar month or more depending upon the periodicity of contract/progress of work. Where the RAR payment is based on the measurements recorded in the MB, the recommendation for payment shall be stage-wise co-related with the bill of quantities.	
110	COMPLETION CERTIFICATE : On completion of the work assigned to the Contractor, the same will be inspected and if found satisfactory will be taken over by the Engineer-in-charge and a completion certificate will be issued to the Contractor within 30 days from the date of the contractor giving notice of such completion. If there are very minor defects which can be rectified even after taking over the work, the same will be listed out in the completion certificate and the Contractor shall rectify the same before final bill is submitted. Copy of Completion certificate should be attached to the final bill.	
111	FINAL BILL PAYMENT TERMS : On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Contractor. On receipt of the final bill duly signed by the contractor, the same shall be scrutinized by the Contract in-charge / Officer – in –charge to see the claim is in order. Normally the final bill will be paid within 125 days from the date of completion of the work or claim from the Contractor whichever is later.	

BEML LIMITED**KOLAR GOLD FIELDS – 563115**

(A Govt. of India Mini Ratna Company under Ministry of Defence)

EM Division, BEML Nagar Post, Kolar Gold Fields - 563 115.

Phone : 08153 – 279365 / 279338

Fax : 08153 - 263274

Sub :	Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.
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5. COMMERCIAL BID**Note :**

1. UNIT VALUES are to be entered in the BEML SRM system, only in the 'Item Data'. Firms has to quote **UNIT RATES only** (not extended value like unit rate x qty) against specific BOQ items and units as indicated in BOQ
2. Format given below is to be referred and the unit values are to be entered in the system against the respective item in the 'Item Data' in the system.
3. Unit rates quoted should be exclusive of applicable GST.
4. In case of any doubt regarding submitting the quote, don't assume but contact the concerned officer as indicated in the tender and quote correctly.
5. Intending bidders should acquaint themselves with the site conditions and nature of work involved before quoting. Bidders are advised to visit the work areas, consult the concerned officer and get clarified and then quote.
Ignorance at a later stage will not be entertained by BEML.
6. Bid should be for the complete scope of work specified.
7. Rates quoted shall inclusive of all expenditures.
8. Rate quoted should be firm for the contract period.
9. **Selection of L1 firm will be based on the least net quoted for all line items of BOQ i.e "Sum [(QTY x Unit Rate)]" of technically accepted bids.**
10. L-1 will be considered for award of contract.
11. For any clarifications regarding Scope of work/Terms and Conditions, please contact In charge - Estate Maintenance, BEML Ltd-KGF.
12. Payment will be against certification of Incharge - Estate Maintenance, BEML Ltd-KGF, based on satisfactory completion of work. Bidders are requested to indicate/ select SRM code 'L046' while quoting the commercial bid.
13. Contractor has to study and understand complete scope, work involved / to be carried out and terms & conditions before quoting the tender.
14. Non performance of any job in any area will lead to deduction proportionately from the bills payable.
15. Contractor has to keep record for establishing satisfactory performance of job, obtaining necessary certification from EIC.
16. Subject contract comprises of full and satisfactory completion of the works as per the Bill of Quantities and Terms & Conditions.

5.1 SCHEDULE 'A' BILL OF QUANTITIES

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
1	<p>Maintenance of BEML Garden near Transit House. Approximate area:4.4Acre (18000Sqm)</p> <p>Work involves Maintenance of the entire garden comprising , lawn ,trees, shrubs, hedge trimming, making of green beds, foliages, creepers, existing rose pruning etc. including regular watering, removing of weeds , replacement of plants, grass cutting trimming using lawn movers , removal of garden waste, applying insecticide, pesticide, oil cake & fertilizers(whenever required) top dressing of lawn with spreading of red earth/sand & applying of manure as directed by contract in-charge.</p> <p>Note: 1 Acre=4047Sqm.</p> <p>As Per Yard stick For Horticulture staff Norms--- For Public Parks (1Mali is required For 2.0Acre). For the above Work 2.22Mali are required. Say 2.5</p> <p>2) Carrying out of above job on daily basis for a period of one month (Excluding Sundays & Holidays) is considered as one job.</p> <p>3) The required tools , Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>4) Non Performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
2	<p>Maintenance of park near drinking pump house. Approximate area:0.65Acres (2650Sqm)</p> <p>Maintenance of the entire garden comprising , lawn , shrubs, hedge trimming, foliages, etc. including regular watering, removing of weeds , replacement of plants, grass cutting/ trimming using lawn movers , removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing spreading of red earth/sand & applying of manure etc, as directed by contract in-charge.</p>	JOB	12		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
2	<p>Note: 1) 1Acre=4047Sqm.As Per Yard stick For Horticulture staff Norms--- For Public Parks (1Mali For 2.0Acre).</p> <p>For the above Work 0.33Mali are required. Say 0.5</p> <p>2) Carrying out of above job on daily basis for a period of one month (Excluding Sundays & Holidays) is considered as one job.</p> <p>3) The required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>4) Non Performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
3	<p>Maintenance of Dr. B. R. Ambedkar park opposite to Sports complex.(Approximate area:0.40acres (1650Sqm)) :</p> <p>Work involves maintenance of the entire garden comprising, lawn, shrubs, hedge trimming, foliages, making of flower beds etc. including regular watering, removing of weeds, replacement of plants, grass cutting & trimming of lawn (using lawn movers), removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing, spreading of red earth/sand as and when required& applying of manure as directed by contract in-charge.</p> <p>Note: (1) 1Acre=4047Sqm. As Per Yard stick For Horticulture staff Norms--- For Public Parks (1Mali required For 2.0Acre).</p> <p>For the above Work 0.2Mali are required .Say 0.5</p> <p>(2) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(3) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>(4) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
4	<p>Maintenance of Republic Garden Near Railway Gate.(Approximate area 0.86 Acres (3487Sqm)) :</p> <p>Complete maintenance of the entire garden comprising , lawn , hedge trimming, foliages, etc.</p>	JOB	12		

SIN o	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
4	<p>including watering, removing of weeds , grass cutting trimming using lawn movers , removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with spreading of red earth/sand & applying of manure as directed by contract in-charge.</p> <p>Note: (1) 1Acre=4047Sqm.As Per Yard stick For Horticulture staff Norms--- For Public Parks (1Mali required For 2.0Acre).</p> <p>For above Work 0.43Mali are required. Say 0.5</p> <p>(2)Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(3) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>(4) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
5	<p>Maintenance of Horticulture Nursery near Bachelors Hostel : Maintenance of existing Potted Plants (approx.15000) of different variety at Nursery - Approximate Area of Nursery 5.02acers Ground plants and fruit plants .250 Nos. Work involves maintenance of existing nursery by watering the plants on daily basis, spraying of medicines as & when directed , top dressing, hedge trimming, weeds removing, munching of pots, transplanting the damaged plants & applying farm yard & organic manure, oil cake etc., cleaning /sweeping the area on daily basis. The work also includes development of new plants of new foliage mounted & ornamental plants and disposal of generated garbage at specified places as per the direction of Contract in-charge. Repotting of plants, all as specified & directed which is required for a maintenance and development of nursery including grafting of plants etc., complete, all as</p>	JOB	12		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
5	<p>specified & directed.</p> <p>Note: As per yard stick 5 Mali are required for the above work.</p> <p>NOTE: (1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>(3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
6	<p>Garden Maintenance of Top executive Residence (VI-1 Type Qtr.) Area Approximately:0.76 Acre (3078sqm) : Work involves maintenance of existing garden by watering the plants, lawn on daily basis, making green beds maintenance of lawn by using lawn mover ,spraying of medicines as & when directed , top dressing, transplanting the damaged plants, hedge trimming, weeds removing, munching & applying farm yard & organic manure, oil cake etc., cleaning /sweeping the area on daily basis & roof top to be cleaned once in a month.</p> <p>Note: 1Acre=4047Sqm. As Per Yard stick For Horticulture staff Norms--- For Govt. Officers Bungalows (1Mali is required For 1.55Acre).</p> <p>For the above Work 0.49Mali are required. Say 0.5</p> <p>NOTE : (1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>(3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
7	<p>Garden Maintenance of Executives Residence (CGM, GM Residence) : Approximate area : 3.72Acres(15059Sqm).</p> <p>Work involves maintenance of existing gardens by watering the plants on daily basis, making green beds maintenance of lawn by using lawn mover</p>	JOB	12		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
7	<p>spraying of medicines as and when directed, top dressing, transplanting the damaged plants, hedge trimming, weeds removing, munching & applying farm yard & organic manure, oil cake etc., cleaning /sweeping the area on alternate day basis & roof top to be cleaned once in a month.</p> <p>Note: 1Acre=4047Sqm.</p> <p>As Per Yard stick For Horticulture staff Norms--- For Govt. Officers Bungalows (1Mali for 1.55 Acre). For the above work 2.4 Mali are required.</p> <p>NOTE : (1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>(3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
8	<p>Maintaining and development of the plants on the PWD Double main road : Approximate Area-3500Sqm : Work involves making pathy, clearing the rank vegetation / extra growth of unwanted plants on the median for double road by cutting either manually or using machine, once in a month and disposing the same away from the road. From Sir M.V.Mahadwara upto Dr. Ambedkar High School (approximate 3.5 K.M long) in the required shape & beautified manner. Applying red earth/ manure/ medicine etc., and keeping the median & on either side of roads neat & clean, all as directed by the Contract in-charge.</p> <p>Note : (1) As per Yardstick 0.50 Mali are Required.</p> <p>(2) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>(3) Required tools, Materials and medicine</p>	JOB	12		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	C	d	e	f = d x e
8	(except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour. (4) Non performance of the above job will lead to deduction of proportionate amount in the bill.				
9	Arrangement of show plants for VIP functions or any type of functions as per the Management directives. Work involves, loading and unloading for both to & fro from Nurseries to function spot (5 Km Radius), arrangement of plants in beautified manner, cleaning the function area and any minor works related to Plants all as specified & directed by Contract In-charge. Note: (1) For one function 4Mali are required considering Average 0.89 (say 1 per day) Mali per day are Required for one function. Carrying out of above work for one function considered as one job. Required transportation for movement of plants to various locations shall be arranged by the contractor.	JOB	100		
10	Preparing of buntings from leaves/leave branches with rope and tying the buntings in the required areas (like Republic day celebration, Independence day celebration, Karnataka Rajyotsava celebration, Vinayaka Temple – 6 functions, Murugan temple – 2 functions) as directed with necessary 10'ft'distance poles at intervals as required including covering with leaves including fixing in ground and removing after completion of the function, all as directed by contract in-charge. Note: For above work 9.72 labour for one job required, considering average 0.34 Labour (Say 0.5 labour per day) requirement. 1. Carrying out of above work for one function considered as one job. 2. Contractor has to arrange for necessary , coir rope & gunny twine etc.	JOB	11		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
11	<p>Clearing of rank vegetation in the specified area by cutting all types of grass and small plants and bushes etc at ground level without damaging the existing Electrical/waterline and clearing the area by removing the cut vegetation from the premises to a distance not exceeding 500 m and disposed off.</p> <p>Note: For the above work Labour to be deployed The debries to be cleaned from the site within 2 days of cleaning the area, all as directed by the in-charge.</p> <p>Note: As Per survey -- For open area (1 Labour covering minimum 500 sqm per day).</p> <p>For the above work 1.0 Labour is required.</p> <p>NOTE :</p> <p>1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>3) Weed cutter machine provided by BEML.</p> <p>4) Required weed cutter string wire to be supplied by the contractor.</p> <p>5) Petrol for weed cutter provided by BEML.</p> <p>6) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
12	<p>Cutting of dry trees & live tree branches (Less than or equal to 30 cm girth), obstructing electrical lines/Over head lines wherever directed by the Contract in-charge, either manually or by machine and shifting the cut branches/trees to the nursery as per the details given below :</p> <p>Note : 1. Work has to be carried out in co-ordination with BESCOM authorities in places where the trees/branches are in contact with electrically live wires.</p> <p>2. Necessary transportation has to be arranged by the Contractor for shifting of cut trees / branches and stacking the cut trees at the place shown by Contract in-charge</p>	NO	200		

SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
12	<p>3. Girth will be measured at 1.00 M high above ground level.</p> <p>4. Cutting and removing of one tree and as per the specified girth is considered as one job.</p> <p>5. Required tools, Materials and medicine (except specified vide sch. item in the BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p>				
13	<p>Cutting of dry trees & live tree branches,(60 cm girth up to and including 120 cm girth) obstructing electrical lines/Over head lines wherever directed by the Contract in-charge, either manually or by machine and shifting the cut branches/trees, to the nursery as per the details given below:</p> <p>Note:</p> <p>1. Work has to be carried out in co-ordination with BESCOM authorities in places where the trees/branches are in contact with electrically live wires.</p> <p>2. Necessary transportation has to be arranged by the Contractor for shifting of cut trees / branches and stacking the cut trees at the place shown by Contract in-charge.</p> <p>3. Girth will be measured at 1.00 M high above ground level.</p> <p>4. Cutting and removing of one tree and as per the specified girth is considered as one job.</p> <p>5. Required tools , Materials and medicine (except specified vide sch. item in the BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p>	NO	150		
14	<p>Making arrangements for planting of tree saplings by making pit(2' X 2' X2') in the required area, to fill 40%existing good soil and remaining by using red earth, sand, manure, etc., shifting the required plant and necessary tools from Nursery to the spot, in the pit, removing extra earth from the premises etc., with necessary minor works (making pathy) to make the planting function successful.</p>	NO	500		

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Sl No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
14	<p>Note:</p> <p>1. Required materials like plant sand, red earth, manure etc., are to be moved from the nursery.</p> <p>2. Arrangement to be made as & when intimated within a short duration.</p> <p>3. Required tools, Materials and medicine (except specified vide sch. no in the BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p>				
15	<p>Supplying of water for nursery near Bachelor Hostel/BEML Gardens, colony quarters, and watering the plants on the road median from Sir M. Vishweshwaraiah Mahadwara to Dr.B.R. Ambedkar School (Approximately 3.5 KM length of road), by using private agency water tanker, which includes cost of fuel, driver and necessary hoses along with helpers, as and when required. Frequency of the loads will be decided by the Contract in charge.</p> <p>Note: 1. Tanker supplied should be of 5000 ltrs. capacity. The same will be checked by Security/Contract in-charge at Estate office.</p> <p>2. Proportionate deduction will be effected in the bill if the supplied tanker is less than 5000 ltrs. Capacity.</p> <p>3.The agency should make immediate arrangement for the tankers within the short notice.</p>	NO	600		
16	<p>Masonry works at colony :</p> <p>Work involves attending civil works (Like masonry, plastering, concreting, earthwork, roof leakage etc) based on day to day complaint received from various types of quarters of the colony as directed by contract in-charge.</p> <p>Labour breakup is as follows-</p> <p>(1st Type-1 to 100, 2nd Type 1 to 116, 3rd Type 01 To 60 & 121 to 134,B Type-215 To 242) 2 nos of labour are required .</p> <p>(1st Type 101 to 200, 2nd Type117 to 516,AType 01 to 614)2nos of Labour are required.</p> <p>(3rd Type 61 to 120, B Type 01 to 214,C Type 01</p>	JOB	12		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
SI No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
16	<p>to 87,D Type 01 to 25,4th type 1-36, 5th Type 01 to 11 & 6th type 01)2nos of Labour required, Roof leakage works: 1868 Qtrs=2nos of Labour required.</p> <p>NOTE:</p> <p>1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
17	<p>Plumbing works :</p> <p>Work involves attending in repair of water supply pipe line, excavation of earth for pipe lines, fixing of taps, valves, tanks etc. repair and servicing of Valves and attending any breakdown/repair work.</p> <p>Labour breakup is as follows-</p> <p>(1st Type1 to 100, 2nd Type 1 to 116, 3rd Type 01 to 60 & 121 to 134,B Type215 to 242) 2 nos of labour are required .</p> <p>(1st Type 101 to 200, 2nd Type117 to 516, A Type 01 to 614) 2nos of Labour are required.</p> <p>(3rd Type 61 to 120, B Type 01 to 214,C Type 01 to 87,D Type 01 to 25,4th Type 1-36, 5th Type 01 to 11 & 6th type 01)2nos of Labour required.</p> <p>NOTE : 1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>3) Non performance of the above job will lead to deduction of proportionate amount in bill.</p>	JOB	12		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
SI No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
18	<p>Valve operation during the II shift & III shift: Work involves regulating the water pipe line valve at various places in the colony and checking the OHT water level (situated at Hillock area) and leakage in pipe line etc.</p> <p>Labour breakup is as follows: (1st Type 1 to 100, 2nd Type 1 to 116, 3rd Type 01 to 60 & 121 to 134, B Type 215 to 242) 2 nos of labour are required . (1st Type 101 to 200, 2nd Type, 117 to 516, A Type 01 to 614) 2 nos of Labour are required. (3rd Type 61 To 120, B Type 01 ro 214, C Type 01 to 87, D Type 01 to 25, 4th Type 1-36, 5th Type 01 to 11 & 6th type 01) 2 nos of Labour required.</p> <p>NOTE: 1) Carrying out of above job on daily basis for a period of one month is considered as one job. 2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour. 3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
19	<p>Blockage Removal :- Removal of under ground drainage (UGD) blockages for quarters and public building in pipeline / chambers from kitchen/ toilets, oxidation pond etc. and making good the outlet by replacing the pipes, fittings etc., including carrying out necessary earth work excavation or dismantling of concrete etc. wherever necessary all as directed by the in-charge</p> <p>Note: The labour breakup is as follows:- (1type-1 to 100, 2nd Type 1 to 116, 3Rd Type 01 To 60 & 121 To 134 ,B Type-215 To 242, 1St Type 101 To 200, 2nd Type, 117 To 516 ,A Type 01 To 614, 3Rd Type 61 To 120, B Type</p>	JOB	12		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
SI No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
19	<p>01 To 214,C Type 01 To 87,D Type 01 To 25, type 1 to 36qtrs,5th Type 01 to 11 & 6th type 01)=3nos of Labour required</p> <p>NOTE :</p> <p>1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>				
20	<p>CARPENTRY WORKS :</p> <p>Attending repair works/minor replacement of frames & shutters for windows, doors, cupboards, shelves etc., including window glasses both at quarters & public buildings.</p> <p>Labour breakup is as follows:</p> <p>(1st type1 to 100, 2nd Type 1 to 116, 3rd Type 01 to 60 & 121 to 134,B Type215 to 242) 2 nos of labour are required.</p> <p>(1st Type 101 to 200, 2nd Type117 to 516,A Type 01 to 614)2nos of Labour are required.</p> <p>(3rd Type 61 to 120, B Type 01 to 214,C Type 01 to 87,D Type 01 to 25,4th Type 1-36,5th Type 01 to 11 & 6th type 01)2 nos of Labour required.</p> <p>NOTE:</p> <p>1) Carrying out of above job on daily basis for a period of one month is considered as one job.</p> <p>2) Required tools, Materials and medicine (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour.</p> <p>3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
SI No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
21	<p>Electrical Works:</p> <p>Assisting Departmental Electrician in repair & rectification of electrical installations in company quarters /public buildings etc. (operations of Public Address system as & when celebration function only).</p> <p>Labour breakup is as follows: (1st Type 1 to 100, 2nd Type 1 to 116, 3rd Type 01 to 60 & 121 to 134, B Type 215 to 242) 1 no of labour is required. (1st Type 101 to 200, 2nd Type, 117 to 516, A Type 01 to 614) 1 no of Labour is required. (3rd Type 61 to 120, B Type 01 to 214, C Type 01 to 87, D Type 01 to 25, 4th Type 1-36, 5th Type 01 to 11 & 6th type 01) 1 no of Labour is required.</p> <p>NOTE :</p> <p>1) Carrying out of above job on daily basis for a period of one month is considered as one job. 2) Required tools and materials (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour. 3) Non performance of the above job will lead to deduction of proportionate amount in the bill.</p>	JOB	12		
22	<p>House Keeping Works:-</p> <p>Housekeeping works which includes clearance of garbage , cleaning of toilets (LWF activity center, BEML Nursery School, LWF Gym room & Sprots Complex), Spraying of pesticides/Insecticides for eradication of mosquitoes, insects etc, aintenance of oxidation ponds , cleaning of roads and berms from Mahadwara Up to Railway Bridge and Aladamara to H&P Division Technical gate area under # Swacch Bharat Abhiyan</p> <p>Note: The labour breakup is as follows:- 1type-1 to 100, 2nd Type 1 to 116, 3Rd Type 01</p>	JOB	12		

SI No	Description	Uo M	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
22	To 60 & 121 To 134 ,B Type-215 To 242, 1st Type 101 To 200, 2nd Type,117 To 516,A Type 01 To 614,)=3 nos of Labour are required (3Rd Type 61 To 120, B Type 01 To 214,C Type 01 To 87,D Type 01 To 25, 4th type 1 to 36qtrs,5 Th Type 01 to 11 & 6th type 01)=3nos of Labour required. NOTE: 1) Carrying out of above job on daily basis for a period of one month is considered as one job. 2) Required tools and materials (except specified vide sch. item in BQ) will be issued by BEML & the rate quoted shall include only for required labour. 3) Non performance of the above job will lead to deduction of proportionate amount in the bill.				
23	Providing 2 Nos tractors with trailer with hydraulic lift facility including fuel, drivers and helpers. Note: a) The contractor has to provide 2 Nos tractors Tractor not older than 2Years along with drivers & helpers on daily basis. b) Non providing of tractor on a given day will lead to deduction in the bill. c) Fuel required for the tractor & the drivers with valid license to be arranged on daily basis. d) Rate quoted shall include for necessary maintenance including attending puncture, etc.	NO	338		
24	Supplying of Tree branch cutting m/c : Supplying of saw Chain 18" (For Use in gasoline Tree cutting saw Machine).	NO	6		
25	Supplying of Saurvey rope	NO	700		
26	Supplying of gunny Twine	KG	5		
27	Supplying of Sharp macchu Big of any brand available in Local Market	NO	5		
28	Supplying of Sharp macchu small of any brand available in local market.	NO	5		
29	Supply of Cow Dung or cow manure	M3	2		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
Sl No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
30	supply of Red Earth(Red Soil)	M3	2		
31	Supply of River sand	M3	4		
32	Supply of Sheep dung	M3	2		
33	Supply of Red oxide Powder for flower pots painting	KG	50		
34	Well seasoned Neem Wood for door Frame Vertical Piece of size 3"X4"X7'X60=34.65CFT Horizontal Piece of Size 3"X4"X5'x50=20.625CFT Horizontal Piece of Size 3"X4"X4'x50=16.25CFT	FT3	71		
35	Supply of Toilet Cleaning acid (concentrated) locally available	L	100		
36	Supply of good quality of Urinal Cakes available in local market((Weight 20 to 25 gms each))	NO	264		
37	Supplying of Bosh Professional Jig Saw machine GST 650	NO	1		
38	Supplying of Bosch Wood Planer machine GH0 6500	NO	1		
39	Petrol (Bharath/ HP/ Indian Oil)	L	128		
40	Supplying of MS Tower Bolt 6" size (Available in Local Market)	NO	100		
41	Diesel for Fogging Machine (Bharath/ HP/ Indian Oil)	L	300		
42	3/4" PVC Elbow (Available in local market)	NO	150		
43	3/4 inch PVC Collar(Available in Local Market)	NO	150		
44	3/4 inch PVC MTA(Available in Local Market)	NO	150		
45	3/4 inch PVC FTA(Available in Local Market)	NO	150		
46	3/4 inch PVC Pipe - 20 Feet Length (15gauge of Brand Supreme, Jala, Nandi)	NO	100		
47	1/2 inch PVC Tap (Good quality available in Local Market)	NO	100		
48	1 1/4 inch Waste Sink Flexible pipe (Suitable for BEML Qtrs kitchen sink)	NO	75		
49	1 1/4 inch PVC Waste Coupling(Good Quality of locally available)	NO	101		
50	2 inch PVC Collar (6gauge)	NO	100		
51	2 inch PVC Pipe - 20 Feet Length (6gauge of Brand Supreme, Jala, Nandi)	NO	75		
52	1"x3/4" PVC Reduced Collar (available in Local Market)	NO	100		
53	Good quality of one Inch PVC Elbow(Available in Local Market)	NO	100		
54	Good quality of 1" PVC Collar(available in local market)	NO	100		
55	1" PVC Pipe - 20 Feet Length, 15gauge (Brand Supreme, Jala, Nandi)	NO	75		
56	Good quality of 1 1/4" X 1" reduced PVC Collar (Available in Local Market)	NO	95		
57	Stitched Uniform -2set (2 Shirts & 2 Pants) + Shoes-1 pair, Socks-2 pairs to each labour	AU	1		

Ref : EMCP/1050010742/EO-HK&GM/Tender Document					Date : 19-07-2021
SI No	Description	UoM	Qty	Unit Rate (Rs)	Extended Value (Rs)
a	b	c	d	e	f = d x e
58	Supplying of Second quality (White Honne) honne wood for Window shutters. Size 3"x1.5"x4'x150=18.75CFT	FT3	18		
59	Supplying of good quality of MS Door locks suitable for BEML Qtrs doors (Available in local market)	NO	81		
60	Supplying of good quality of manually Tiles Cutting machine any brand locally available.	NO	1		
Total (T) Rs.					
L-1 will be decided based on the sum total (T) of SI No 1 to 60.					
END OF BOQ					

Annexure J

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

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 for **Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.**

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 if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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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 take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

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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 Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

(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. 3/6

(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) 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)
(Office Seal)
Place-----
Date -----

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place-----
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.

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NIT Acceptance Letter

Ref : EMCP/1050010742/ EO-HK&GM /NAL

To : DGM - Contract Purchase

EM Division

BEML Ltd

BEML Nagar

KGF – 563 115.

Sub : NIT Acceptance Letter for Works Contract for House Keeping, Masonry, Carpentry, Water Supply, Electrical Works & Maintenance of Gardens, Lawns, Nursery, etc., in Estate Maintenance BEML Ltd., KGF.

Ref: (1) EMCP/1050010742/EO-HK&GM/Tender Document dated 19-07-2021.

(2) Bid Invitation 6300036243.

I hereby declare that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML Website / SRM Platform with above reference.

I agree to abide by all Terms and Conditions indicated in the above referred Tender document.

Contractor
Sign with seal

Note : Above letter along with all the corrigendum published need to be signed with seal and to be uploaded in Technical bid section on SRM Platform.

END OF DOCUMENT