**Tender No:6300032221 Date:16.03.2020**

# TENDER DOCUMENTS

# 

**REQUEST FOR QUOTATION FOR**

**ENGAGEMENT OF THIRD PARTY INSPECTION AGENCY (TPIA) FOR BEML ENGINE DIVISION INSPECTION ACTIVITIES**

**BID SUBMISSION DATE ON OR BEFORE 31.03.2020 BY 2 PM**

**BEML LIMITED,**

**Corporate Office,**

**BEML Soudha, 23/1, 4th Main, SR Nagar,**

**Bangalore – 560027**

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# Introduction

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence Truck & Equipment.

The objective of this proposal is to solicit competitive offers for engagement of third party inspection services for BEML Engine division.

# Scope of the Project

The Scope of work and other details for TPIA to carry out the third party inspection services for BEML Engine division, Mysuru is as follows:

1. Third Party Inspection Agency [TPIA] should carry out pre-dispatch inspection of products of Engine division at supplier’s premise (4 inspectors).
2. TPIA agency should also carry-out Inspection activities of Engine Division Receiving Inspection, In-house manufactured Components and Assemblies and Testing activities. To cater this requirement, six (06) Inspectors are proposed , their working timing is 8AM to 6PM (10 hrs) as per following work allocation plan.
   1. Three (03) inspectors at Engine division in Mysore complex to cover receiving inspection function.
   2. One (01) inspector for Inspection of in-house machined components
   3. One (01) inspector at Assembly
   4. One (01) inspector for testing and dispatch clearance of Engines at Engine Division

Depending on the need basis, distribution of manpower may be altered between the regions and Engine factory. Decision of BEML is final in this regard.

1. Inspection at BEML Vendor premises : On all India basis, 10 ~ 15 Inspection calls per day covering 30 to 50 firms can be expected. TPIA shall allocate Inspector as per the following.
   1. Bangalore Region ~ 1 Inspector.
   2. Pune Region~ 1 Inspector.
   3. Kolhapur + Belagavi ~ 1 Inspector.
   4. Coimbatore / Chennai region~ 1 Inspector.
   5. TPIA (Receiving inspection, Engine Divn.) to take care of Mysore region inspection at vendor premises also.

Wherever possible, each TPI inspector should cover 2~3 firms in a day. TPIA Inspectors are expected to work for 10 hour day and 6 days a week.

**TPI personnel travels beyond 100 KMs round trip & stays, TA/DA applicable to Gr I will be reimbursed.**

1. The TPIA should carryout inspection preferably within 24 hours, however not later than 48 hours of getting call from BEML Quality wing.
2. **Immediately after inspection, the TPIA should forward the soft copy of the Inspection report to BEML Engine Division Quality. Any non-conformance should be brought to the notice of BEML Engine Division and Corporate quality for deciding on further action. Where items are conforming to requirements, TPI can accord acceptance / clearance and forward a copy of their report to supplier.**
3. Drawing, Company Specific Standards, Technical Delivery conditions are made available to suppliers. The TPIA can refer to these at suppliers premises.
4. Based on the drawings, relevant standards, Technical Delivery Conditions etc., the TPIA should develop a suitable Quality Assurance Plan / Inspection Plan in coordination with Head of **Quality, Engine Division** and carryout inspection as per the Plan. The inspection should cover all critical parameters of the product. On release of work order to the successful bidder, all Inspectors to report to Engine division at Mysore, for 12 working days to get familiarization with BEML requirements, processes and other related issues of the subject tender.
5. On completion of inspection, all accepted material should be identified by metallic stamp / Hologram / Seals / Stickers depending upon the product. Where items are shipped in bulk, like Bolts, Washers, Pins etc., the container / gunny bags should be sealed in a manner that would prevent tampering.
6. All deviations noticed during inspection should be closed with respective vendor or in house agency as the case may be through 8D report and should be updated to divisional and corporate quality. Compliance to the Observations / deviations made in the previous batch should be recorded and reported in next batch of supply.
7. Engine Division Chief in concurrence with General Manager (Quality) at BEML corporate office will be the final authority for disposing off cases wherever agreement is not reached between divisional quality and TPI Inspectors.
8. In case items cleared by TPIA are found to be non-conforming in the division, the charges towards the day of Inspection, paid to TPIA for inspection of the specific firm shall be recovered from the pending bills. Agency to interact & ensure that such instances are not repeated. If more than three such instances are found and not resolved within a month, the matter should be discussed by TPIA with Corporate Quality for making system improvement to avoid recurrence.
9. As and when required by BEML, TPI personnel should carry out quality audit / technical adequacy assessment of supplier. Such assessment could be on existing suppliers or new suppliers seeking registration with BEML. Whenever the TPIA Inspectors are deputed to Vendor premises / other divisions in connection with the Quality Assurance with the consent of Corporate Quality, the TPIA inspectors are eligible for tour amount reimbursement, as per TA/DA rule, applicable to Grade I officer of the company.
10. The personnel deputed for inspection should be minimum Diploma Holder with 5-8 years / Graduate Engineers with 3-4Years, inspection experience preferably on engine components and expertise in covering the following:
    1. Reading / Interpreting drawings and standards.
    2. Metrology concepts and selection and usage of Instruments& Gauges.
    3. Inspection of Castings, Forgings, Raw Materials, Machined Components, Electrical aggregates, sensors and wire Harness, Hydraulic Aggregates, Filters, Piping items Fabricated Items, Rubber Items, Fasteners, Gear Components, Heat Treated Components etc.,
    4. Examination of Mechanical and Chemical Properties, Micro / Macro examination and other metallurgical tests.
    5. The knowledge on Non-destructive testing like DP, MPI, UT and RT is desirable for all TPI personnel. However, ASNT / ISNT Level II certification by Authorized Agency for minimum 5 inspectors is essential .
11. Head of Engine Division Quality will monitor and regulate the contract as single nodal agency for scheduled inspection calls on day – to – day basis as per requirement.
12. The maximum age of the personnel deployed for inspection should be less than 50 years.
13. The agency should be able to organize inspection even on Sundays and Holidays, if needed.
14. **On a daily basis, the TPI should furnish consolidated report (soft copy ) covering calls registered, calls handled along with details of acceptance and rejections of Inspection carried at Vendor premises to BEML Engine Division with a copy to Corporate Quality.**

**Also number of components / assemblies inspected, cleared, rejected by the TPI team positioned in the Engine division should be furnished on a daily basis**.

CAPA to be initiated for the rejected components in consultation with division Quality team to overcome observed defect.

1. Geographical locations of major supply point are given below:

|  |  |  |
| --- | --- | --- |
| **SL. NO.** | **REGIONS** | **LOCATIONS COVERED UNDER REGIONS** |
| 1 | BANGALORE | Bangalore, Hoskote, Hosur, Jigani, Tumkur |
| 2 | PUNE | Pune, Nasik, Satara, Ahmednagar, Aurangabad, Solapur |
| 3 | COIMBATORE / CHENNAI | Coimbatore, Dindigul, Madurai, Chennai, Kanchipuram, Gummidipoondi, Maraimali Nagar, Thiruvallur, Pondicherry |
| 4 | KOLHAPUR / BELAGAVI / HUBLI | Kolhapur, Belagavi, Hubli, Sangli. |

1. The inspection agency should ensure safety of its staff at the suppliers work / during execution of purchase order, BEML shall not be responsible for any loss / damage to person and material of the agency during the execution of purchase order. The Inspectors shall be covered by ESIC / equivalent Insurance coverage, as per statutory norms and indemnify BEML against any safety / consequential incidents during their work in BEML / Vendor premises.
2. The TPIA should carryout inspection preferably within 24 hours, however not later than 48 hours of getting call from BEML Quality wing. In case of delay in attending inspection calls, penalties and recoveries as stipulated below will be applicable,:-
   * 1. Delay beyond 48 hrs. (2 working days) and up to 72 hrs, the penalty and recovery will be 5% of man day rate.
     2. Delay beyond 48 hrs. (2 working days) and up to 96 hrs. , the penalty and recovery will be 10% of man day rate.
     3. Delay beyond 96 hrs. the penalty and recovery will be 50% of man day rate.
3. The Tenure of this contract will be for a period of **One Year.** BEML reserves the right to extend the contract further for a period of one more year with same terms and conditions.
4. BEML reserves the right to terminate the contract at any point, in case, the performance is not satisfactory by giving one month notice.
5. **PROCEDURE FOR SUBMISSION OF BIDS**

You are required to submit bid in three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (<http://www.bemlindia.com/tender_hq.php>)

**Note:** To participate in this e-tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141.

**Part A –** Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode/ Bank Guarantee) and Integrity Pact through Manual mode.

**Part B –** Submission of Technical Bid (Through e-mode on BEML SRM system)

**Part C –** Submission of Price Bid (Through e-mode on BEML SRM system)

**PART A – PRE-QUALIFICATION BID i.e. submission of EMD & Integrity Pact**

**The EMD amount can be submitted in either way as detailed below at i/ ii / iii / iv**

As a part of Pre-Qualification process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

1. **Online Payment of EMD amount can be made as mentioned below**:
2. Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
3. Read the terms & conditions, tick the acceptance box and click on Proceed.
4. In ‘Select State’ dropdown, select All India and click on the Go button.
5. In ‘Select Payment Category’, select EMD/ Tender Fee.
6. Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs **3,55,000**/-.

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

1. **Payment of EMD amount through DD / Banker’s Cheque**

EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 3,55,000/-** (Rupees Three Lakhs Fifty five Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

1. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
2. An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-A** having a validity period of bid validity + 45 days from the date of opening of Tender.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

|  |  |  |
| --- | --- | --- |
| **Sno** | **Particulars** | **To be filled & submitted along with DD/Banker’s Cheque** |
| 1 | BANK NAME |  |
| 2 | BRANCH NAME |  |
| 3 | CITY |  |
| 4 | IFSC CODE |  |
| 5 | ACCOUNT NO |  |
| 6 | BENEFICIARY NAME |  |

1. Duly signed Integrity Pact (I.P.) (as per **Annexure-B)** **in original** along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an **“Integrity Pact”.** The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited would be eligible to participate in the Tender with BEML.

The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-B** and same has to be duly filled and signed with seal by the Bidders on all pages along with witnesses signatures indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar& Shri Virendra Kumar Saksenaas Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. Address of IEM is as below:-

Shri Ajai Kumar

2601, Tower–C,

Ashok Tower, Parel,

Mumbai - 400 012.

Mobile no.09619272893

Email :[Ajai.kumar3@gmail.com](mailto:Ajai.kumar3@gmail.com)

Shri Virendra Kumar Saksena, IRS (Retd.)

Flat No. 001, Tower CMC-3,

Cape Town Supertech, Sector – 74,

Noida – 201301

Mobile no. 08800713311

Email : vksaksena\_irs@hotmail.com

The Integrity Pact (Annexure – B along with Enclosure to Annexure - B) to be submitted along with EMD as **“PRE-QUALIFICATION BID” on or before closing date of the tender i.e. xx.04.2020 by 2PM to the following address**

The above said Demand Draft DD / Banker’s Cheques / EMD Exemption Certificate / Bid Guarantee form (i.e. Bank Guarantee as per Annexure - A) and Integrity Pact (Annexure – B along with Enclosure to Annexure - B) shall be submitted in **Sealed envelope** duly super-scribing the **Bid Invitation No.** **6300032221 dated 16.03.2020**, **Closing date 31.03.2020 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

**Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.**

**The General Manager,**

**Corporate Materials.**

**BEML LTD,**

**BEML SOUDHA,**

**23/1, 4th Main, S.R. Nagar,**

**Bangalore – 560 027**

**KARNATAKA, India**

Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The Bidders who have not submitted **”EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee form) and Duly signed Integrity Pact” by the closing date & time of the tender will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft** / **Banker’s Cheques will be rejected straightway.**

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

General Manager (Corporate Materials)

**BEML LIMITED**., Room No.2

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar,

Bangalore – 560 027

KARNATAKA, India

**Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore**.

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

**General Instructions with regard to EMD:**

1. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
2. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
3. EMD lesser than Rs. **3,55,000**/- will not be accepted and the quotation is liable to be rejected.
4. EMD of technical disqualified bidder’s will be returned.
5. EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
6. EMD does not carry any interest on return.
7. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
8. EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker’s Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption),BID Guarantee Form and Integrity Pact to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
9. Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
10. No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

**Forfeiture of Earnest Money Deposit (EMD)**

1. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
2. If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

**The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.**

**PART B – Submission of Technical Bid(Through e-mode on BEML SRM system)**

Bidders who are eligible to carry out the project of engagement of **Third Party Inspection (TPI) for BEML Engine Division Inspection Activities** to upload the following documents **(Table: Technical Bid)** in the C-Folder in the SRM system as part of **Technical Bid.**

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid

**Ref. No. 1 to 6 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.**

**However details for remaining non mandatory clauses (Sl no.7 to 11) also to be uploaded. In case any document / clarification required for these non-mandatory clauses by Technical Evaluation Committee, the same shall be asked from the bidders**

**Table : Technical Bid**

| **Ref. No.** | **Particulars** | **Details to be uploaded by Service Provider** |
| --- | --- | --- |
| **MANDATORY CLAUSES** | | |
| **1** | The agency shall have well established Quality Management System for providing the required inspection services accredited with ISO17020-2012 or latest. | Please upload the ISO 17020 certificate document |
| **2** | Firm should have executed the similar works for the last 5 years as mentioned below:   1. Three completed works each costing not less than Rs.71 Lakhs   OR   1. Two completed works each costing not less than Rs 89 Lakhs   OR   1. One completed work costing not less than Rs.142 Lakhs | Documentary proof i.e. Purchase order / Work order / Completion certificate etc., clearly indicating the value of the order, date of start and date of completion shall be uploaded shall be uploaded in the C- folder as per **Annexure - C** |
| **3** | 1. The agency shall submit the Bio-Data of minimum 10 persons proposed for BEML inspection activity including, Photograph with company ID No., Qualification / certificate duly verified by the agency (Technical / additional) experience, field of expertise, deployed Inspector, whether insured and their attested specimen signatures. | Individual Boi-data sheet with photograph and specimen signature, summary as per **Annexure – D** to be uploaded in C-folder |
|  | 1. Furnish details of 3.a., also for the inspectors to be kept on the panel for deployment in case of non-availability as per 3.a. |
| **4** | Bidder has to upload the Pre-requisite and Scope of work requirement as per compliance report duly filled . | Please upload filled-in format as per **Annexure - E** in C- folder |
| **5** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Undertaking document as per the **Annexure – F** |
| **6** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | Undertaking document as per the **Annexure – G** to be uploaded |
| **NON MANDATORY CLAUSES** | | |
| **7** | Brief Details about the Firm | Please upload filled-in format as per **Annexure – H**  in C- folder |
| **8** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17, 2017-18 & 2018-19) should be minimum **Rs. 53.10 Lakhs** | 2016-17 Rs.  2017-18 Rs  2018-19 Rs.  Copies of audited balance sheet **(indicating turnover)** for last three years duly certified by the auditors shall be uploaded in the C- folder. |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |

| **10** | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – I** to be signed and uploaded in the C- folder. |
| --- | --- | --- |
| **11** | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – J** |

**Note**:

1. The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
2. Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
3. Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
4. Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate & Integrity Pact.

**PART C – Submission of Price Bid (Through e-mode on BEML SRM system)**

**Price Bid:** Should contain price details and other relevant commercial issues.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sno** | **Description** | **No. of Persons** | **Price in Rs. Per Person / Month** | **GST%** |
| 1 | TPI Service Charges per person per month ( \* Please refer to slno 3 of Scope of Project while submitting quote ) | 10 | \* Price to be uploaded in SRM platform | |

Price bid of only technically accepted offers will be opened subsequently. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

1. **PRE BID MEETING**

A Pre bid meeting will be conducted to clarify all the doubts with respect to the RFQ and scope of work. Interested Bidders are requested to attend the pre-bid meeting scheduled at **11:00AM on 23.03.2020** at BEML Soudha, 23/1, 4th main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

1. **QUERY**

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email on or before **20.03.2020**

**Contact Name & Address:**

The following officer can be contacted for any clarifications and / or bid submission:

**Asst. General Manager(Quality)**

BEML Limited,BEMLSoudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963193

E-mail id: [qac@beml.co.in](mailto:qac@beml.co.in) , copy to:[cm.pushpa@beml.co.in](mailto:cm.pushpa@beml.co.in)

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML website & CPP Portal.

1. **Other Terms & Conditions of Tender**

# Period of validity: The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid

# Award of Contract

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

## Performance Bank Guarantee

* 1. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Public Sector Bank for an amount of 10% of Annual Contract value (without taxes) as per format enclosed at **Annexure - K**.

1. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.
2. **Delivery Schedule:** The work should start within one **week** from the date of receipt of Purchase order.

## Contract Period: One Year from date of date of receipt & acceptance of Purchase order.

## Payment Terms: 100% payment will be made for MSE firms on 30th day and for others on 60th day by BEML Engine Division after completion of Inspection activities of each month, duly certified by Quality department.

## First Payment will be made, subject to the submission of Performance Bank Guarantee.

1. **Liquidated Damages (LD) / Penalty:**

The TPIA should carryout inspection preferably within 24 hours, however not later than 48 hours of getting call from BEML Quality wing. In case of delay in attending inspection calls, penalties and recoveries as stipulated below will be applicable,:-

* + 1. Delay beyond 48 hrs. (2 working days) and up to 72 hrs, the penalty and recovery will be 5% of man day rate.
    2. Delay beyond 48 hrs. (2 working days) and up to 96 hrs. , the penalty and recovery will be 10% of man day rate.
    3. Delay beyond 96 hrs. the penalty and recovery will be 50% of man day rate.

GST at applicable rates shall be charged extra on the liquidated damages/penalty recovered.

1. **Risk Purchase Clause**: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.

## Price Variation Clause

The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.

1. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

## Security :The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

1. **Documentation:** The service provider should provide complete documentation of the network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into anseparate SLA agreement for both the project before the submission of Invoice for any payment.
2. There can be only 1 set of bids from each Bidder
3. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
4. Selected TPIA to sign Non-disclosure agreement in Rs. 200 stamp paper as per **Annexure – L** with BEML and ensure its compliance with all its employees.
5. **General Terms & Conditions**
6. **ARBITRATION:**

**For PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement

1. **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

1. **FORCE MAJEURE CLAUSE:**

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

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

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

1. **APPLICABLE LAWS AND JURISDICTION OF COURTS**:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

1. **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

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

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

1. **BRIBES AND GIFTS**

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

1. **DRAWINGS AND DOCUMENTS:**

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

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

1. **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

1. **DURING ARBITRATION**

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

1. **PROGRESS REPORT**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

1. **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. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

1. **NON-WAIVER OF DEFAULTS**

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

1. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

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

1. **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser**:

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

**Commitment by the Contractor:**

The 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. The contractor (s) will not commit any offence under the relevant Acts. The 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.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy 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 consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**\*\*\*\***

**Annexure - A**

**BID GUARANTEE FORMAT**

Ref:

To,

BEML LIMITED

BEML Soudha

No: 23/7, 4th Main, S.R. Nagar

Bangalore - 560027

Dear Sirs,

..................................................................................................................................................

In accordance with your ‘Tender Enquiry’ under your Tender No: …………...................dated M/s........................................................................................ herein after called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

1. 2.

3. 4.

5. 6.

7. 8.

9. 10.

Wish to participate in the said tender for ...............................................................................

………………………………………………………………………………………………

……………………………………………………………………………………..................

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs……………………………......................................................................................(In words and figures) valid for ….. ………….. days from………………………………………….. is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the ‘Letter of Intent / Purchase Order’ by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, the …………………………………………..Bank at.................................................

having our Head office at ……………………………………………..............................(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs......................................................................................................................

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .............................................. (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.………………………….. ...................................................................................... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this …………………day of……………………………..at .........................................................

Witness (Signature)

WITNESS (Signature) ….

Name in (Block letters)

Designation ……………………………

(Staff No.) ……………………….

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

**Annexure – B**

**(***To be executed on plain paper and applicable for all tenders of value ≥ Rs1Crores)*

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for …………………………………….The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
2. 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.
3. 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.
4. The Principal will exclude from the process all known prejudiced persons.
5. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
2. 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.
3. 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.
4. 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.
5. 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 placed at **Enclosure.**
6. 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.
7. The Bidder(s)/Contactor(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 actionas per the procedure mentioned in the “Guidelines on Banning of business dealings”.

**Section 4 – Compensation for Damages**

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

**Section 5 – Previous 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.
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 intensions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

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(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place-------------------- Place--------------------

Date -------------------- Date --------------------

***Witness 1: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

------------------------------- -------------------------------

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***Witness 1: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

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**Enclosure to Annexure –B**

**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*](http://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 Bidders 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 bidder 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 Bidders 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 Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder 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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**Annexure – C**

**DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM**

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| **Slno** | **Customer** | **Place of Business** | **Purchase / Work order Number** | **PO date** | **Value of the order (Rs.)** | **Start Date of Contract** | **End Date of Contract** | **Status of the order / Copy Attached ( Y/N)** | |
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**ANNEXURE - D**

**INSPECTOR DETAILS**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Slno** | **Inspector Name** | **\*\* Age** | **\*\* Qualifi- cation** | **\*\* Year of Experience & briefly define earlier experience** | **\*Non Destructive knowledge, MPI, RT, UT, etc., ( ASNT / ISNT level II certificate)** | **\*\* Insurance Coverage provided (Y/N)** | **\*\*Badge No Details on Payrolls** | **Bio-data uploaded (Y/N)** |
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**\*\* Details as per Scope of work shall be ensured**

**Annexure – E**

**COMPLIANCE REPORT**

**(PRE-REQUISITE AND SCOPE OF WORK REQUIREMENT )**

|  |  |  |
| --- | --- | --- |
| **SNo** | **Description** | **Compliance [Yes/No]** |
| **1** | The personnel deputed for inspection should be minimum Diploma Holder with 5-8 years / Graduate Engineers with 3-4 Years, inspection experience preferably on engine components and expertise in covering the following:   1. Reading / Interpreting drawings and standards. 2. Metrology concepts and selection and usage of Instruments & Gauges. 3. Inspection of Castings, Forgings, Raw Materials, Machined Components, Electrical aggregates, sensors and wire Harness, Hydraulic Aggregates, Filters, Piping items Fabricated Items, Rubber Items, Fasteners, Gear Components, Heat Treated Components etc., 4. Examination of Mechanical and Chemical Properties, Micro / Macro examination and other metallurgical tests. 5. The knowledge on Non-destructive testing like DP, MPI, UT and RT is desirable for all TPI personnel. However, ASNT / ISNT Level II certification by Authorized Agency for minimum 5 inspectors is essential. |  |
| **2** | The Agency shall be capable of providing country-wide inspection coverage for vendors located at various geographical locations in India. |  |
| **3** | The agency shall be fully conversant with inspection procedure and the requirements of the National / International standards and codes. |  |
| **4** | The agency shall preferably have experience in carrying out inspection of components, assemblies, equipment aggregates, raw materials, etc., pertaining to Mining & Construction Equipment, Diesel Engines, Tractors. |  |
| **5** | The Agency shall submit the list of clients [with contact details] for whom similar inspection activities have been carried earlier. |  |

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| **6** | The Agency shall have required infrastructure and resources in terms of offices, communication, trained personnel etc., to carryout the inspection in the required time. |  |
| **7** | For providing inspection coverage for NDT and process operations, the Agency shall have sufficient number of level – II ASNT/ ISNT qualified persons for each of the non destructive testing like Radiography (RT), Ultrasonic (UT), Magnetic Particle Inspection (MPI), Die penetrant test (DPT) etc., |  |
| **8** | The Inspection Agency shall check / verify for appropriate controls on non-conforming parts / processes, documents and records at vendor site. In case of lack of such controls, the party shall report the same to vendor and BEML with evidences. On instances of such findings, the Agency shall take disposition from BEML before going ahead with inspection activities. |  |
| **9** | The inspector has authority to reject items not meeting the drawing requirement but has no authority to accept deviated parts no matter how insignificant the deviation is. The deviations shall be referred to BEML for decision of appropriate rework / concession. The Agency to guide vendors on the root cause of the deviation based on its inspection findings. |  |
| **10** | The agency on completion of the inspection shall provide consolidated statistics on the offered quantity, rejected quantity, reworked, accepted quantity, deviations noticed etc., which will be used for vendor rating on the quality parameter |  |
| **11** | Selected TPIA to sign Non-disclosure agreement in Rs. 200 stamp paper with BEML and ensure its compliance with all its employees. |  |
| **12** | BEML and the agency will mutually agree on the formats to be used |  |
| **13** | The inspection agency will ensure the following:   1. Batch identification and traceability. 2. Inspection against latest issue of documents 3. Certification / verification of process parameters especially for Heat Treatment and process operations 4. Periodical calibration of inspection instruments / gauges traceable to national standards 5. Qualification record of equipment, process and personnel for special processes like welding, any kind of Heat Treatment, painting, brazing, soldering, metal coating etc., 6. Type-test certificate or any special certificate called for in the purchase order |  |

|  |  |  |
| --- | --- | --- |
| **14** | BEML and its customers / customer representatives reserve the right to conduct the audit / investigation at suppliers work inspection agency as deemed necessary. |  |
| **15** | The information regarding addition / deletion of man power shall be furnished to the BEML immediately. Additional man power shall be qualified / approved by BEML. |  |
| **16** | The maximum age of the personnel deployed for inspection should be 50 years. |  |
| **17** | The agency shall provide skill matrix and certification of its staff once in six months. |  |
| **18** | The agency shall ensure deployment of qualified / trained / experienced inspectors relevant to the nature of inspection. |  |
| **19** | All inspection personnel being deployed by the agency shall be on the rolls of the agency. |  |
| **20** | BEML reserves the right to seek additional information to assess the capability and capacity of the Third Party Inspection Agency [TPIA]. |  |
| **21** | Agency to identify a list of Inspectors to be deputed at factory and also outside (vendor ) location. Agency may have a buffer of 2~4 inspectors to cater for uninterrupted inspection coverage. List / bio-data of all should be provided along with the bid. |  |
| **22** | During the Working period, If any BEML Ltd , property is Damaged by TPIA personnel, the Prevailing cost of the Property will be deducted from your Bill or firm has to incur. |  |
| **23** | The agency should be able to organize inspection even on Sundays and Holidays. |  |
| **24** | On a daily basis, the TPI should furnish consolidated report covering calls registered, calls handled along with details of acceptance and rejections of Inspection carried at Vendor premises. |  |

|  |  |  |
| --- | --- | --- |
| **25** | The TPIA should carryout inspection preferably within 24 hours, however not later than 48 hours of getting call from BEML Quality wing. In case of delay in attending inspection calls, penalties and recoveries as stipulated below will be applicable,:-   * + 1. Delay beyond 48 hrs. (2 working days) and up to 72 hrs, the penalty and recovery will be 5% of man day rate.     2. Delay beyond 48 hrs. (2 working days) and up to 96 hrs. , the penalty and recovery will be 10% of man day rate.     3. Delay beyond 96 hrs. the penalty and recovery will be 50% of man day rate. |  |

**I / we hereby confirm to comply all the above points.**

*Signature with date of Authorized signatory*

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

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

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - F**

**DECLARATION**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300032221 dated 16.03.2020** the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

*Signature with date of Authorized signatory*

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

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

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - G**

**UNDERTAKING**

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

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

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - H**

**PARTICIPATING FIRM & BANK DETAILS**

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

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

*Signature with date of Authorized signatory*

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

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

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - I**

**Special Conditions arising out of implementation of GST**

**(Which is to be signed and submitted along with the offer)**

**GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ……. is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s…………………..

Signature

**Annexure - J**

**BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.**

| **Ref. No.** | **Particulars** | **Details to be uploaded by Service Provider** | | **Compliance**  **[Yes/No]** |
| --- | --- | --- | --- | --- |
| **MANDATORY CLAUSES** | | | |  |
| **1** | The agency shall have well established Quality Management System for providing the required inspection services accredited with ISO17020-2012 or latest. | | Please upload the ISO 17020 certificate document |  |
| **2** | Firm should have executed the similar works for the last 5 years as mentioned below:   1. Three completed works each costing not less than Rs.71 Lakhs   OR   1. Two completed works each costing not less than Rs 89 Lakhs   OR   1. One completed work costing not less than Rs.142 Lakhs | | Documentary proof i.e. Purchase order / Work order / Completion certificate etc., clearly indicating the value of the order, date of start and date of completion shall be uploaded shall be uploaded in the C- folder as per **Annexure - C** |  |
| **3** | 1. The agency shall submit the Bio-Data of minimum 10 persons proposed for BEML inspection activity including, Photograph with company ID No., Qualification / certificate duly verified by the agency (Technical / additional) experience, field of expertise, deployed Inspector, whether insured and their attested specimen signatures. | | Individual Boi-data sheet with photograph and specimen signature, summary as per **Annexure – D** to be uploaded in C-folder |  |
|  | 1. Furnish details of 3.a., also for the inspectors to be kept on the panel for deployment in case of non-availability as per 3.a. | |  |
| **4** | Bidder has to upload the Pre-requisite and Scope of work requirement as per compliance report duly filled . | | Please upload filled-in format as per **Annexure - E** in C- folder |  |
| **5** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | | Undertaking document as per the **Annexure – F** |  |
| **6** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | | Undertaking document as per the **Annexure – G** to be uploaded |  |
| **NON MANDATORY CLAUSES** | | | |  |
| **7** | Brief Details about the Firm | | Please upload filled-in format as per **Annexure – H**  in C- folder |  |
| **8** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17, 2017-18 & 2018-19) should be minimum **Rs. 53.10 Lakhs** | | 2016-17 Rs.  2017-18 Rs  2018-19 Rs.  Copies of audited balance sheet **(indicating turnover)** for last three years duly certified by the auditors shall be uploaded in the C- folder. |  |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |  |
| **10** | Special Conditions arising out of implementation of GST Tax Indemnity clause | | **Annexure – I** to be signed and uploaded in the C- folder. |  |
| **11** | Bidder has to upload compliance sheet as part of the technical bid. | | Please upload **Annexure – J** |  |

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - K**

**FORMAT OF PERFORMANCE BANK GUARNATEE**

Bank Guarantee No……………

Dated …………………………….

Amount ………………………….

Valid upto ……………………….

Claim upto ………………………

The General Manager (…)

BEML Limited

…………………

…………………

…………………

M/s ………………………….(Name of the Firm) having their office at …………..and its Registered office at …………………………………………….( hereinafter called the Service Provider) has entered into an agreement No:……………………………. (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs……. (Rupees…… only) towards security for the due and faithful performance of the terms of the said agreement and against any loss ordamage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at ………………… …………………………………… has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor’s failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto**xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs……… (Rupees……….. only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 18 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs……… (Rupees…….. only) in aggregate and it shall remain in full force upto**xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company’s right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

**Annexure - L**

**CONFIDENTIALITY AGREEMENT**

(To be executed onRs. 200 Stamp paper)

This Confidentiality Agreement is made and entered into between M/s BEML Limited, (hereinafter referred to as BEML), a Govt. of India Undertaking under Ministry of Defence, having its Registered Office at BEML Soudha, No.23/1, 4th Main, Sampangirama Nagar, Bangalore – 560 027 and M/s. XXX ( address). M/s. BEML, has been patronizing M/s. XXX for components/ spares listed in Annexure hereto. A need has been felt to revitalize the business relationship for mutual advantage.

1. It is mutually, therefore, agreed that the following shall form part of the terms and conditions

for continued business:

1. The supplier shall not divulge to anyone else except under the Authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order: ------------------/ Drawings etc., released.
2. The supplier shall not supply the components / spares exclusively manufactured for BEML Limited with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
3. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
4. ARBITRATION: In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a Sole to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings of Arbitration and Conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Contract.

2. BEML shall be entitled to prevent breach of the above and to claim damages in case of any

breach.

3. The Signatories hereto declare that they have the sanction and power to execute and deliver

this binding agreement.

**Business Purpose:**

Confidential information pertaining to all new patent applications filed by BEML.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Confidentiality Agreement on ………………….. written in the presence of

Witness.

For **BEML Limited** For **Firm**

WITNESS: WITNESS:

1. 1.

2. 2.

List of Items: All Engines