

## **BEML LIMITED**

(Schedule 'A' Company under Ministry of Defence, Government of India)

### **NOTICE INVITING TENDER (NIT)**

#### **Request for Proposal (RFP) through e-mode-SRM Portal.**

For manufacture & supply of 97 Nos. of Secondary Structure Kit to Part No. 6161CGFK039D  
on firm and fixed price basis.



## **BEML LIMITED**

(Schedule 'A' Company under Ministry of Defence, Government of India)

Earth Movers Division,  
BEML Nagar Post,  
Kolar Gold Fields (KGF),  
Kolar District, Karnataka - 563115,  
INDIA.

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## **ABBREVIATION:**

SRM	Supplier Relationship Management
IPR	Intellectual Property Rights
NDA	Non- Disclosure Agreement
NCA	Non - Competition Agreement
IP	Integrity Pact
NIT	Notice Inviting Tender
RFP	Request for Proposal
QAP	Quality Assurance Plan (QAP)
FY	Financial Year
PBG	Performance Bank Guarantee

## **BID NOTICE**

**Bid Invitation No:6300038577**

Dtd : 11.10.2023

BEML Limited (formerly Bharat Earth Movers Limited) was established in May 1964 as a Public Sector Undertaking, Schedule 'A' Company Under Ministry of Defence, Government of India.

Bids are invited by the Sr. Manager (Loader Materials), Materials Management, EM Division, BEML Limited, BEML Nagar Post, KGF- 563115, Karnataka in "Two Bid System" **from eligible firms for supply of 97 Nos. of Secondary Structure Kit to Part Number 6161CGFK039D on firm and fixed price basis.**

Item Details	Sl. No.	Part No.	Description	Tender Qty (nos)
	01	6161CGFK039D	Secondary Structure Kit	97
Scope of supply	Supply of Secondary Structure Kit to Part No. 6161CGFK039D as per BEML drawings and Quality Assurance Plans (QAPs).			
Mode of Tendering	<b>BEML-SRM Portal (e-mode) / Two Bid system (Technical &amp; Price Bid) with RA.</b>			
Pre-Qualification Criteria	<p><b>Please note that Integrity Pact (IP), Non- Disclosure Agreement (NDA) &amp; Non Competition Agreement (NCA) as per the respective formats (enclosed) are mandatory for acceptance of bid.</b> The scanned copies of the said documents with authorized sign &amp; company seal are to be forwarded through email to the id: <b>evy@beml.co.in</b> before tender closing date &amp; time. Hard copies of the same are to be sent through courier to the following address</p> <p><b>Sr. Manager (Loader Purchase)</b>  <b>EM Division, BEML Ltd</b>  <b>KGF-563115</b>  <b>Kolar, Karnataka</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>Non- Disclosure Agreement (NDA) &amp; Non Competition Agreement (NCA) are to be <b>executed on Rs 200/-</b> (Two Hundred Rupees) Stamp paper only.</li> <li>Integrity Pact (IP) is to be executed on plain paper.</li> </ol>			
For Clarifications	For Clarifications	Contact Person	Contact Number	e-mail ID
	Drawings	Mr. Ramesh Manager (R&D) Mr. Deepakraj Y M. Sr. Manager (R&D)	9611640347 9482074513 08153-279402	<a href="mailto:gdl@beml.co.in">gdl@beml.co.in</a>
	QAP's	Mr. Mahesh Kulakarni DGM (Quality)	9448209244	<a href="mailto:gew@beml.co.in">gew@beml.co.in</a>
	Tender documents	Mr. Ponnaswara Rao K L Sr. Manager (Materials Management)	08153-279321 9880093884	<a href="mailto:evy@beml.co.in">evy@beml.co.in</a>

## **NIT Terms and Conditions**

1) Quotations should be submitted online (E-mode) in BEML SRM platform in Two-Bid system as below:

**1.1 Technical Bid (through e-mode on SRM plat form):** Please ensure that the technical bid documents uploaded do not contain any price details (**Technical bid as per the attached Annexure-1**). The same is to be filled & signed, scanned and uploaded for technical evaluation.

**1.2 Price Bid (through e-mode on BEML SRM portal through E-Reverse Auction):** Price Bid details and relevant commercial terms are to be entered in Price Bid only.

**1.3** Both technical and price bids are to be submitted in the system before the tender closing date/time. After evaluating the technical bid, the Price bids of only technically qualified firms will be opened.

**1.4** Please note that bidder should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit bid in our SRM e-Procurement system. Interested bidders can contact BEML through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the quotations. In case of any queries, you may contact BEML SRM Team on phone no. 080-22963269.

### 2) **Technical Details:**

**2.1 The scope of Supply:** The bidder is requested to carefully go through the enclosed main drawing of Secondary Structure Kit to BEML Part No: 6161CGFK039D, all respective sub assy / component drawings and QAPs (Quality Assurance Plans) of the tender before submitting the bid.

2.1.1 The scope of Secondary Structure Kit to BEML Part No: 6161CGFK039D is as follows;

**Table: 2.1 – Scope of Secondary Structure Kit (6161CGFK039D)**

SI No	BEML Part Number	Item Description	Quantity/ Kit
1	376CW02012	COUNTER WEIGHT STR	1
2	375MF03194	CAT WALK STR	4
3	376FL02004	FUEL TANK STR	1
4	862AI02011	UDS TANK COVER	1
5	376EG02102	BRACKET LH	1
6	376EG02119	BRACKET RH	1
7	1925CGFK215D	HOOD ASSY	1
8	376AI02011	AIRINTAKE MOUNTING ASSY.	1

9	1915CGFA147B	PLATE	2
10	376EX02051	SUPPORT ASSY	1
11	1957CGFK207F	SUPPORT ASSY	2
12	1957CGFK208D	SUPPORT ASSY	1
13	1957CGFK209B	BRACKET	2
14	1957CGFK210H	BRACKET	1
15	1957CGFK211F	SUPPORT ASSY	1
16	1957CGFK212D	SUPPORT ASSY	1
17	1957CGFA139A	PLATE	1
18	1957CGFA140G	PLATE	1
19	1915CGFK217C	PLATE ASSY	1
20	1915CGFK218A	PLATE ASSY	1
21	1915CGFK310D	SHROUD ASSY	1
22	1915CGFA149G	PLATE LH	1
23	1915CGFA145F	PLATE RH	1
24	2547CGFK214J	HYD TANK STR.	1

2.1.2 Applicable material test certificates of aggregates shall be submitted along with each item.

2.1.3 Documents in accordance with BEML QAP are to be submitted along with the each supply.

## 2.2 Specification:

2.2.1 Manufacture and supply of Secondary Structure Kit as per BEML Drawing to Part No. 6161CGFK039D and related Sub drawings and standards.

## 3) Reverse Auction:

Reverse Auction procedure is as below:

3.1 Firms to quote in two bid system i.e. technical and commercial bids.

3.2 Reverse Auction will be conducted only for technically qualified bidders, through BEML SRM platform which will be scheduled at a later date & the same will be informed to technically qualified bidders only.

3.3 If reverse auction is conducted, then the start bid price for reverse auction shall be lesser than or equal to the quote in commercial bid by respective bidders.

3.4 Minimum decrement value for the Reverse Auction is Rs 990/-.

3.5 On completion of reverse auction, Commercial Bids of technically qualified bidders will be opened in SRM Portal to verify the start bid price in reverse auction. It should be equal or less than the commercial bid by the respective bidders.

3.6 In case if it is noticed that the start bid price is more than the commercial bid of the respective bidder, then the bidder will not be considered for further commercial evaluation.

3.7 The technically qualified bidder has to participate in reverse auction and submit at least ONE BID to be treated as having participated in Reverse auction event. Mere logging in to Reverse Auction event will not be considered as having participated in Reverse Auction.

In case the technically qualified bidder is not participating in reverse auction, then the commercial bid of the firm would not be opened in SRM portal and their bid will be treated as disqualified.

3.8 If Reverse Auction is not conducted, the lowest commercial bid (after technical acceptance) will be L1.

4) **Delivery Schedule:** The required delivery schedule of subject Kits are indicated below,

Financial Year	Tentative Required Qty	Remarks
FY 2023-24	97 Nos.	Pilot Batch: Sample quantity of 5 Kits are to be supplied by the successful bidder within 30 days from the date of placement of PO. There after the successful bidder shall supply 20 Kits per month.

5) **Conditions for the Price bid:**

- The quoted basic unit price should be firm and fixed during the pendency of the contract.
- Statutory Levies shall be applicable as per the Government norms and are exclusive of quoted unit price.
- Fax / email quotations are not acceptable.
- BEML reserves the right to accept or summarily reject any bid without assigning any reason thereof.
- Bidding firms are requested to offer their most competitive unit price.
- Upward revision of quoted rates will not be permitted and prices shall be firm and fixed during the pendency of the contract.
- Firm should provide cost break up details of the kit.
- Delivery terms shall be DAP, BEML Ltd, EM Division, Kolar Gold Fields, Karnataka-563115.

6) **Validity of quotation:** Quotes must be valid for a minimum period of 90 days from the date of closing of bid.

7) **BEML preferred Payment terms:** The payment will be made on the 60<sup>th</sup> day from the date of receipt and acceptance of material at BEML works. For MSME firms, Payment term is as per MSME Act i.e. 45<sup>th</sup> day from the date of receipt and acceptance of material at BEML works.

- 8) **Performance Bank Guarantee (PBG):** Bidder should execute performance bank guarantee (PBG) for 10% of basic value from any schedule bank and it should be valid for 15 months from the date of last supply.
- 9) **Inspection:**
- a) Stage Inspection/Final Inspection will be carried out at firm's premises by Divisional Quality / BEML SIT as per BEML Drawing & QAPs.
  - b) Material test reports /Weld Test certificates/Inspection reports / Check Sheets/ Guarantee / warranty certificates are to be submitted as per QAP.
  - c) Maximum care shall be exercised by the supplier to avoid any rejection.
  - d) In case the items get rejected during the initial inspection stage or during further processing stage, the rejected materials shall be collected by the vendor within 90 days from the date of communication of the quality notification by the quality department failing which the same shall be scrapped by BEML without further notice. The amount paid to the supplier towards the rejected items including GST and any other expenses shall be paid by the supplier before collecting the rejected items or the same shall be recovered / recoverable from any of the outstanding / future bills of the supplier.
- 10) **GST CLAUSE:** GST as applicable will be paid as per the payment terms of PO. Bidder should discharge GST liability and ensure filing of periodical GST returns in the manner prescribed in GST law.
- 11) Applicable GST percentage along with HSN code should be indicated separately.
- 12) **Warranty Term:** The warranty for the supplied items shall remain valid for 12 months or 1000 operational hours from the date of commissioning, whichever is earlier, that the goods/stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- 13) **Bid Evaluation Criteria:**
- a) The bidder should have adequate facility to manufacture tendered item. BEML /Indian Ministry of Defence team may visit to inspect the facilities during the course of technical evaluation. If any non-conformity of adequate facilities, the bid is liable for rejection.
  - b) The submitted quote should be exclusive of GST. L-1 will be arrived on net landed cost basis. L-1 firm should provide the cost breakup details.
  - c) BEML reserves the right to accept or reject all the tenders summarily or any tender either in part or full without assigning any reason thereto, which is final and binding on the tenderer.
  - d) BEML reserves its right to ask any clarifications or documents in connection with Technical aspects of tendered item.
  - e) BEML reserves its right to reject any incomplete bid submitted.
  - f) Commercial bid of only those bidders who are adjudged as technically qualified by BEML Technical Team shall be opened for further processing.
- 14) **Intellectual Property Rights:** The Intellectual Property Rights (IPR) developed under this contract will solely belong to BEML Ltd.

- 15) **Liquidated damages (LD) clause is applicable.** The date given for delivery shall be complied with. The supplier should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable subject to maximum of 10% of the Purchase Order value.
- 16) **Packing and dispatch:** The supplier should ensure proper packing of materials to avoid transit damage with suitable mode of transport & transit insurance.
- 17) **Non-Disclosure Agreement (NDA):** Envisages an agreement between the prospective vendor/bidder and the buyer committing the persons / officials of both the parties not to disclose on any aspect of the contract. Only those bidders who have entered into such a Non-Disclosure Agreement (NDA) with the buyer (BEML) shall be eligible to participate in bidding. **This is a preliminary qualification for entering into any contract.** The soft copy format of the NDA is attached for reference.
- 18) **Non-Competition Agreement (NCA):** Envisages an agreement between the prospective bidder and the buyer. Bidders undertake not to quote or supply the subject Secondary Structure Kit either in full or in part thereof to any party in India/abroad. Only those bidders who have entered into such a Non – Competition Agreement (NCA) with the buyer (BEML) shall be eligible to participate in bidding. **This is a preliminary qualification for entering into any contract.** The soft copy format of the Non Competition Agreement (NCA) is attached for reference and to be executed on Rs 200/- stamp paper.
- 19) **Termination:** In the event of any breach by the bidders of any condition herein or in the General Terms and conditions of purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
- 20) **Jurisdiction:** Courts at Bengaluru alone shall have jurisdiction to decide any issue / dispute arising out of the arbitration or this contract in exclusion of all other courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement between BEML and the supplier.
- 21) **Arbitration:**
- In the event of any question or disputes arising or any other terms and condition 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 any Award of a Sole Arbitrator to be appointed by BEML and the Arbitration proceedings shall be held at Bangalore and shall be governed by the provisions 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 Agreement
  - In case of CPSEs inter-se and CPSEs and Govt. departments-In the event of any dispute or difference relating to the interpretation on application of the provisions of Price contract (s)



between Central Public Sector Undertaking Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning railways, income tax, customs and excise departments), such dispute/ difference shall be taken up either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

**22) Secrecy Clause:**

- a. All information technical data, specifications, drawings, models, samples, and specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores/components hereby ordered constitute the property of BEML and that the supplier shall keep them in strict confidence and the supplier shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data and drawings, models and specifications shall be the property of BEML and be returned to it when done with or when demanded by BEML.
- b. The supplier shall not disclose the Technical Data/Specification/Assistance furnished by BEML Ltd to any other parties in India or in abroad and shall not disclose any initiations, developments or adaptations, thereof to anyone else except with the written consent of BEML.
- c. Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.
- d. BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

**23) 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 bidders who have entered into such an Integrity Pact with the buyer (BEML) shall be competent to participate in bidding with BEML wherever the value of each contract is Rs. 1 Crore and above. **This Pact is a preliminary qualification for entering into any contract with BEML for PO value of Rs. 1 Crore and above.**

The soft copy format of the INTEGRITY PACT is attached for your kind reference or the same can be downloaded directly from BEML website under url <http://www.bemlindia.com/integrity.php>.

The Central Vigilance Commission (CVC) has appointed Shri Kasividyasagar, IAS (Retd.) and Shri Lt. Gen. Abhay Krishna, (Retd.) as Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact.

Address of IEM as follows;

**Shri Kasividyasagar, IAS (Retd.)**

House No. 55,

Dream Valley Gated Community,

Manikonda, Hyderabad - 500089.

Email: [kasividyasagar@gmail.com](mailto:kasividyasagar@gmail.com)

**Shri Lt. Gen. Abhay Krishna, (Retd.)**

4A-902, GurjinderVihar,  
AWHO Township, Sector CHI-1  
Greater Noida, UP - 201310  
Email: [abhayabk@gmail.com](mailto:abhayabk@gmail.com)

Bidder needs to furnish the signed Integrity Pact in the soft copy form and submit the same through e-mail to mail id: [evy@beml.co.in](mailto:evy@beml.co.in) before closing date and time. The hard copy of the same to be sent through speedpost/ courier or by hand in sealed envelope duly super scribing the Tender referenceNo. \_\_\_\_\_ dated \_\_/\_\_/\_\_ and Closing date \_\_/\_\_/\_\_ and Time \_\_: \_\_ Hrs at the top of the envelope. The words “**INTEGRITY PACT**” shall also to be written in bold letters at the top of the envelope. Name and address of the tenderer shall be printed or written legibly on the left hand bottom corner of the envelope.

The above sealed envelope has to reach the address as mentioned below;

**CENTRAL REGISTRY SECTION.**

BEML Limited.,  
EM Division,  
KGF, Kolar District,  
Pin code – 563115,  
Karnataka, India.

Also signed and scanned-Copy of Integrity pact is to be uploaded along with bid.

Alternatively it can also be dropped in the Tender Box which is kept in CRS Room (Central Registry Section), Ground Floor, Administration Building, BEML Limited, EM Division, KGF - 563115. The bidders who have not submitted duly signed “Integrity Pact” before the closing date & time of the tender will be rejected summarily.

- 24) **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid.
- 25) **Risk Purchase Clause:** The supplier shall complete the delivery of the required materials as per the delivery schedule of the PO or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.
- 26) **Price Fall Clause:** The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.  
If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he

shall forthwith notify such reduction/sale or offer to sale to the BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced and may be liable for cancellation of the contract.

- 27) **Force Majeure Clause:** Notwithstanding anything contained in the Contract, neither the firm nor the BEML 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' condition which directly affects the obligations to be performed by the BEML or the firm. 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 Service Provider or the acts on which the BEML 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 Service Provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.
- 28) **Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage:** During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

## TECHNICAL BID

(Annexure – 1)

**Bid Invitation No: 6300038577**

SI No	Requirements	Complied/ Non-Complied
1	Manufacture & Supply of Secondary Structure Kit (6161CGFK039D) as per BEML Drawings, Standards by duly following the Quality Assurance Plans (QAP).	
2	The bidder must have supplied similar Fabricated Items / Structures to BEML or any other reputed company. Supporting documents must be enclosed (PO copy).	
3	The bidder should have adequate manufacturing facilities to manufacture the Secondary Structure Kit (6161CGFK039D). BEML reserves the right to inspect the facilities during the course of technical evaluation. If any non-conformity of adequate facilities is observed, BEML reserves the right to reject the bid and decision of BEML is final in this regard.	
4	All the plates used in the fabrication of Secondary Structure Kit are to be processed using CNC Laser/ CNC bending as specified in the individual drawings to maintain aesthetics of the structures.	
5	Material test certificate/Weld test certificates, Quality check sheets & NDT reports for the structural items as per the BEML Quality Assurance Plan are to be furnished during Stage inspection/Final inspection and also along with the supplies. Necessary certificate for Mechanical & Chemical Properties for the raw material are to be furnished from NABL Accredited Lab as per the QAP.	
6	All the structures are to be shot blasted and surface treated as per the BEML Drawing and Standards. Fuel tank & Hyd. Tank Str. to be Phosphated as per QAP. All the machined surfaces/ tapped holes are to be coated with rust preventive oil as per IS 1154-2000.	
7	Material Traceability: All the structures are to be punched with SI. No., Part number, vendor code & date of manufacture over them for traceability purpose.	
8	Welding shall be as per PR1004-C, Use of CO <sub>2</sub> / Ar+CO <sub>2</sub> Welding process and quality of welding shall confirm to QY1027-C.	
9	Bidder should be in a position to supply required quantity as per below. (Clause 4 of NIT Conditions).  Pilot Batch: Sample quantity of 5 Kits are to be supplied by the successful bidder within 30 days from the date of placement of PO. There after the successful bidder shall supply 20 Kits per month.	

10	Secondary Structure kits are to be painted with Two coats of primer paint as per company STD/QAP and one layer of Golden yellow finish paint with minimum 80 DFT (including primer and finish).	
11	The warranty for the supplied items shall remain valid for 12 months or 1000 operational hours from the date of commissioning of equipment at BEML customers' end, whichever is earlier. The goods/stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects/failures.	
12	Vendor should depute technical personnel to assist BEML for the initial 5 Nos. of Secondary Structure Kits to ensure proper fitment on the equipment.	
13	Inspection – 5 Nos. of Secondary Structure Kits will be inspected by division quality along with source inspection team (SIT) and remaining Kits shall be dispatched to BEML only after SIT clearance.	

-----  
 Authorised Signatory with Seal

Date:

Place:



***NON – DISCLOSURE AGREEMENT***

***BETWEEN***

***BEML LIMITED***

***BENGALURU***

***AND***

## **NON – DISCLOSURE AGREEMENT**

This Non – Disclosure Agreement (hereinafter referred to as “**NDA**”) is made and entered into between;

**M/s BEML LIMITED**, a Central Public Sector Undertaking, coming under the administrative control of Ministry of Defence, and a Company incorporated under the Companies Act, 1956, having its Corporate Office at ‘BEML SOUDHA’, 23/1, 4<sup>th</sup> Main, SR Nagar, Bengaluru – 560 027, India (hereinafter referred to as “**BEML**” which expression, unless repugnant to the context, shall mean and include its successors and permitted assigns) of the One Part ,

And

M/s \_\_\_\_\_, a Company incorporated under the provisions of Companies Act, 1956, having its \_\_\_\_\_ Registered \_\_\_\_\_ Office \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_(hereinafter referred to as “\_\_\_\_\_” which expression, unless repugnant to the context, shall mean and include its successors and permitted assigns) Other Part.

Hereinafter, BEML and \_\_\_\_\_ are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS, BEML is multi-technology heavy engineering industry engaged in the business of design, development, manufacture and marketing of a variety of equipment and spare parts and aggregates required for Mining & Construction, Rail and Metro Defence and Aerospace, etc.

Whereas \_\_\_\_\_ is engaged in the manufacture of \_\_\_\_\_

Whereas the Parties herein wish to pursue discussions and interactions which could lead to potential industry institute relationship amongst the parties in the area of ----- as per the design and drawings shared by BEML. (Hereinafter referred to as “**the Purpose**”).

WHEREAS, it is the mutual desire of the Parties to disclose certain Information to each other, and the Parties recognize that careful protection and non-disclosure by the Party receiving the Confidential Information (hereinafter referred to as the “**Receiving Party**”) from the Party disclosing such Confidential Information (hereinafter referred to as the “**Disclosing Party**”) is of vital importance while executing the purpose.

**NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree to disclose and receive certain Confidential Information only under the following terms and conditions :**

**1. SCOPE OF THE NDA:**

- 1.1. The Parties recognize that there is a need to disclose to one another certain Confidential Information for the purpose. Confidential information is to be used only for the Purpose. The information provided by one Party (Disclosing Party) to the other (Receiving Party) shall be subject to the terms of this NDA. Accordingly, either Party under this NDA may be a Receiving Party and/or a Disclosing Party under the terms hereof.
- 1.2. The following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to the Receiving Party. Nothing contained in this NDA shall be construed as granting rights by the Disclosing Party to the Receiving Party, by license or otherwise, to any of the Confidential Information under any patent, know-how or other rights till now or hereinafter held by the Disclosing Party except as specified in this NDA. The Disclosing Party will provide Confidential Information without warranties of any nature whatsoever.

**2. CONFIDENTIAL INFORMATION:**

The term “Confidential Information” shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the “Purpose” as well as ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA provided that;

- a) If disclosed by means of document, or other tangible form or media, such confidential information shall be clearly marked as “confidential” at the time of disclosure.
- b) If disclosed by means of oral explanation or other intangible form, confidential information shall be identified by the Disclosing Party as confidential at the time of disclosure and shall be provided in writing to the Receiving Party duly marked as “confidential” within fourteen (14) days of such disclosure.

If the Disclosing Party inadvertently fails to mark any information as ‘Confidential Information’ for which it desires confidential treatment, it shall so inform the Receiving Party.

**3. EXCEPTIONS:**

This NDA imposes no obligation upon the Receiving Party with respect to information that:

- a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
- b) is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- c) is disclosed with the prior written consent of the Disclosing Party; or
- d) is required to be disclosed in pursuant to law, order of the court or Government authority, and then only to the extent ordered by the court or governmental authority,



provided that the Receiving Party shall give a notice as early as possible to enable the Disclosing Party to get a protective order.

#### **4. NON-DISCLOSURE:**

All Confidential Information is and shall remain the property of the disclosing party. The Receiving Party shall use the Confidential Information solely for the Purpose. The Receiving Party agrees to hold the Confidential Information disclosed to it by the disclosing party in strict confidence and will not disclose the Confidential Information to any third party without the prior written consent of the Disclosing party.

#### **5. RECEIVING PARTY'S OBLIGATIONS:**

The Receiving Party undertakes:

- a) to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information, but no less than reasonable care;
- b) not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
- c) to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- d) not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorised use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;
- e) not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- f) not to disclose Confidential Information to any third party without the prior consent of the Disclosing party.
- g) to disclose the confidential information to its employees, on a 'need to know' basis for the purpose of this NDA.

#### **6. REMEDIES:**

The Parties recognise and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this NDA or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, or any of the terms and provisions hereof. The Receiving Party agrees to reimburse the Disclosing

Party for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) incurred and sustained by the Disclosing Party as a result of any breach of this NDA.

**7. TERM:**

The term of this NDA shall be for .....( ....) years from the date of its signature and that the obligations of the Receiving Party to protect the Confidential Information under this NDA shall survive for a period of two (2) years from the date of its termination or expiry which occurs earlier.

**8. TERMINATION:**

This NDA shall, unless otherwise extended by mutual agreement of the Parties, terminate upon happening of any of the following events:

- (a) Termination by mutual consent.
- (b) Termination by either party due to breach of any of the covenants hereof by the other
- (c) by giving written notice in the event of the liquidation, bankruptcy, reorganization, dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this Agreement;

Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and/or obligation of either Party to any other third party.

**9. RETURN OF CONFIDENTIAL INFORMATION:**

Upon the expiry or termination of this NDA or at the earlier request of the Disclosing Party, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copies of such Confidential Information or, if so desired by the Disclosing Party, confirm in writing that all such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

**10. DISPUTE SETTLEMENT & JURISDICTION :**

Disputes if any, arising between the Parties, in connection with this NDA or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under from time-to-time. The place of Arbitration shall be at Bengaluru and the Arbitration proceedings shall be conducted in English language.

Courts at Bengaluru alone will have jurisdiction to entertain, try and adjudicate any matter connected with this Agreement, including Arbitration.

**11. NON-SOLICITATION:**

No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written

permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two (2) years. This clause shall survive for a period of two years even from the date of termination.

**12. AMENDMENT:**

Any amendment or modification of this NDA shall be valid only if the same is in writing and signed by or on behalf of each of the Parties.

**13. MISCELLANEOUS:**

13.1 Severability and Waiver. If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.

13.2 Notices. All notices under this NDA must be in writing and must be either: faxed; mailed by registered or certified mail, postage prepaid and return receipt requested; or delivered by hand to the party to whom such notice is required or permitted to be given at the address set out in the title of this NDA.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA on .....(Day) ..... (Month) ..... (Year) at ..... (Place) in the presence of the following witnesses.

For BEML LIMITED

for

Name :

Name :

Signature:

Signature :

WITNESSES :

WITNESSES :

1.

1.

2.

2.

**Non-Competition Agreement**

(To be executed on Stamp paper of value of Rs. 200/-)

**THIS NON COMPETITION AGREEMENT** is made and executed on this the.....day of .....at Bangalore **BETWEEN** M/s. BEML Ltd, a Government of India undertaking, having its Registered office at No.23/1, "BEML SOUDHA", 4<sup>th</sup> Main Road, Sampangiram Nagar, Bangalore – 560 027 (hereinafter called "**BEML**") and manufacturing units at Kolar Gold Fields, Mysore and Bangalore, which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **FIRST PART**.

AND

M/s.....Company, with its Registered Office at..... and manufacturing unit at.....represented by their Shri..... a lawful Attorney, residing at.....(hereinafter called "**VENDOR**") which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **SECOND PART**.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

Whereas, BEML will place Purchase Order No.....Dated.....on the **VENDOR** for supply of .....which products are exclusively manufactured to the designs and specifications of BEML.

In pursuance of the placement of the above Purchase Order on M/s.....or M/s.....or any other Authorized Dealer / Distributor of or any person authorized by .....the **VENDOR** hereby agree and undertake not to quote or supply.....to any other parties in India and as such the **VENDOR** is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, The **VENDOR** or any other Authorized Dealer / Distributor / Agent of or any person authorized by the **VENDOR** were to quote and supply

.....to any other parties in India and / or abroad, BEML would, after giving a reasonable opportunity to explain such quote and supply be entitled to levy a penalty to the extent of loss occasioned to BEML.

This Non-Competition Agreement will be valid for a period of five years from the date of placement of Purchase Order by BEML on the VENDOR and for all Government / Quasi-Government companies in India and all non-Government Companies in India and abroad.

Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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 framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

M/s. BEML LIMITED.,

M/s.

WITNESSES :

1)

2)

**(Annexure – 4)**

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

**INTEGRITY PACT**

**Between**

**BEML Limited (BEML) herein after referred to as “The Principal” And**

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

**Preamble**

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

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

**Section 1–Commitments of the Principal**

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

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind

whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **(Annexure – 4.1)**
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4–Compensation for Damages**

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

### **Section 5–Previous Transgressions**

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the

purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions. Section 7–Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

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

#### **Section 8–Independent External Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.



- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEM, 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, BEM, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEM 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 BEM.

### **Section 10 – Other provisions**

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

manner. If required, the organization may adopt any mediation rules for this purpose.  
In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.  
The fees / expenses on dispute resolution shall be equally shared by both the parties.

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

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(For & On behalf of the Principal)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date-----

Date-----

**Witness 1:**

(Name & Address)

**Witness 1:**

(Name & Address)

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**Witness 2:**

(Name & Address)

**Witness 2:**

(Name & Address)

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**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 BEM 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 BEM LTD.
- 1.2 Wherever the Indian representative 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 BEM 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 BEM 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 BEM LTD. Besides this there would be a penalty of banning business dealings with BEM LTD or damage or payment of a named sum.

Signature  
(For & On behalf of Bidder/Contractor)

**BID Number: 6300038577**

**ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE TENDERER:**

1. I / We have understood clearly the Drawings, QAP, Technical Bid (Annexure-1) and NIT terms & conditions, submission of Non- Disclosure Agreement (NDA), Non - Competition Agreement (NCA), Integrity Pact & NIT acceptance letter. I shall scrupulously abide by the same.
2. I / We have understood clearly that this is a supply, for which I am / we are required to quote unit price per KIT + Taxes and duties as applicable.
3. I / We certify that to the best of my / our knowledge the particulars furnished above is true.

**(Signature with company seal)**

**For and on behalf of the company**

**Name & Designation of Signatory.**