

***Invitation for
Expression of Interest [Eoi]
For***

***BEML HRV 8x8 vehicle Production
by Indian Industry Partner***



Eoi Reference	Ref. No. BEML/Eoi/HRV/001
Eoi closing date	Closing date : 28th February 2022, Time : 17:00 Hrs
Eoi response mail Id	bemleoi@beml.co.in
Contact for technical clarifications	Name : Mr. Narasimha Prasad N E-mail: narasimha.p@beml.co.in Contact No.: 080-22963547
PLEASE MENTION Eoi Reference in e mail subject	

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1. INTRODUCTION

BEML Limited, a Schedule A Company under Ministry of Defence, Government of India, is the leading Defence Public Sector undertaking involved in supply of Defence equipments for the Forces. BEML is intended to enabling Indian Industries to scale up high-technology manufacturing and production base for meeting the needs of Indian Defence requirements. Over the years, BEML has developed various Recovery vehicles in Wheeled and Tracked platform and has since attained its operational status, is in a position to get it produced from Indian industry.

In this regard, BEML, as part of its mandate, is considering productionising Heavy Recovery Vehicle through Indian industry.

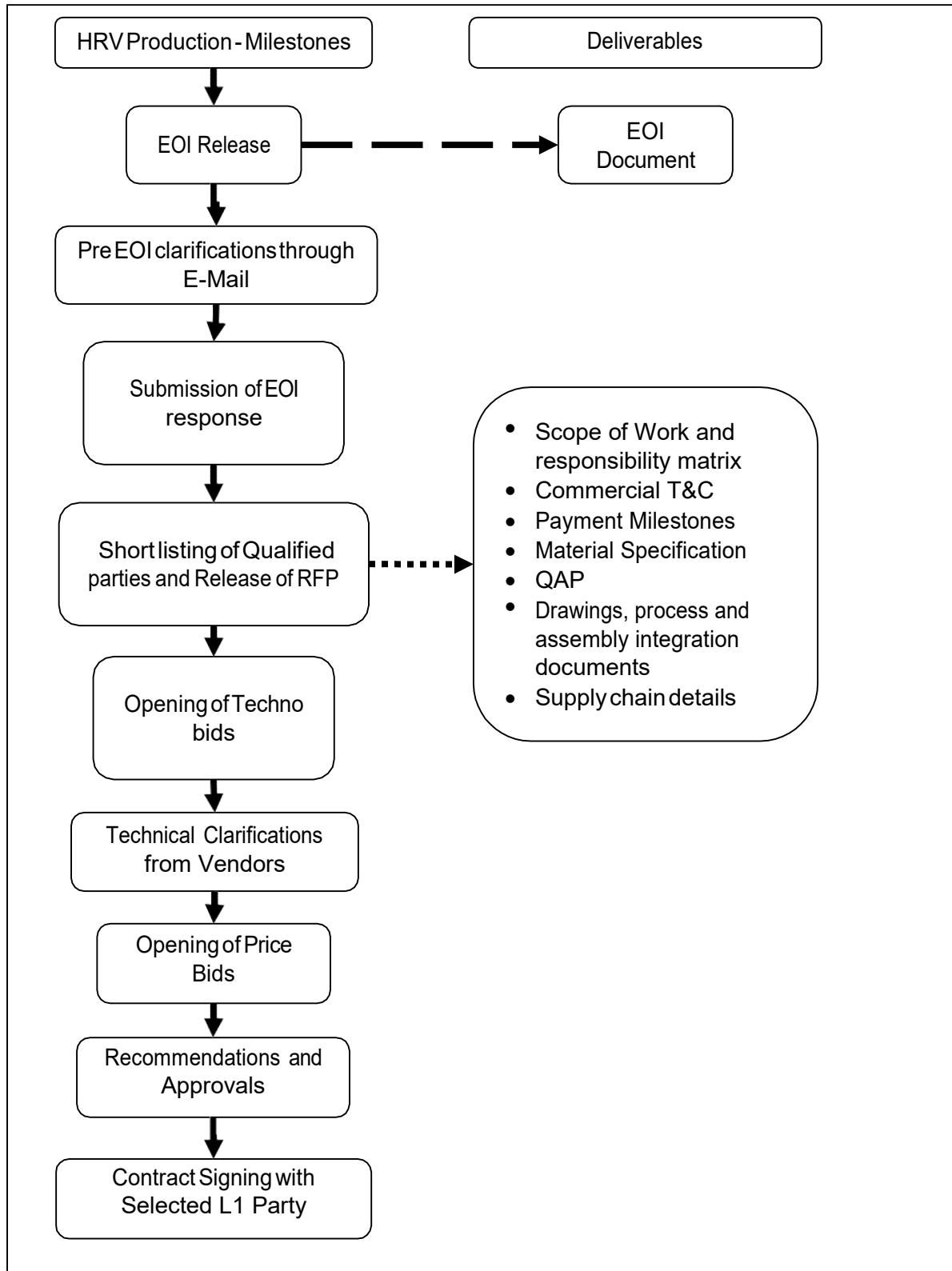
BEML is inviting Expression of Interest (EoI) from Indian industry partner who would be responsible for delivering end-to-end Heavy Recovery Vehicle with its electronics, structures, hydraulics, including its assembly, integration and testing, where in BEML will provide the base vehicle for mounting the recovery aggregates as Free Issue Material (FIM).

2. OBJECTIVE & PROCESS INVOLVED

With a target of producing 1 no. proto + 9 nos of HRV's through Indian Industry, BEML as a 1st step, is looking forward to develop 1 no. proto through Indian Industry Partner. Upon successful and satisfactory completion of supply of 1 no. proto, further 9 nos of HRV's can be developed. BEML may enhance the scope for supply of HRV's to 10 nos per annum, upon availability of subsequent contracts to BEML. BEML is looking for experienced Indian Industry partner who have handled multidisciplinary turn-key projects and are capable of manufacturing and supply of Heavy Recovery vehicle with recovery systems end-to-end by utilizing the existing approved supply chain of BEML and the facilities that are available with Industry partner for the HRV programme. Any Indian company having experience in the production of multi-disciplinary system based engineering products in Defence Land systems technology area may respond. This EoI is governed by Public Procurement Make in India order 2017 and its amendments.

3. MAJOR HIGHLIGHTS:

- a. The tenure of the project will start from the time of contract is awarded "T0", 1st proto should be developed & complete testing trials within a time frame of 9 months from T0 and after getting clearance from BEML for Proto, further 9 nos. can be developed within a time frame of 9 months.
- b. BEML is releasing the EoI to invite responses from potential party/ parties who would end-to-end supply of 1 no. proto + 9 nos of HRV's through Indian Industry partner including the integration of hydraulics, structures, electrical and electronics required for the project.
- c. "Indian Industry partner" so formed shall procure all the materials including components and sub-systems only through the approved supply chain of BEML, and shall take prior approval in written from BEML before finalising any aggregates of HRV vehicle.
- d. For producing and integrating various stages of HRV, "Indian Industry partner" need to utilize their own existing/ established facilities.
- e. A Pre-EoI clarifications of Expression of Interest, where clarifications (if any) will be provided through E-Mail. The interested Parties should submit EoI queries on or before 10th Feb 2022
- f. Specific technical information related to BEML HRV 8x8 vehicle has been brought out at SI. No. 4
- g. Party / parties should execute NDA, NCA agreements with BEML on 200 Rs. Stamp paper along with EoI, which would enable Party /Parties to submit the offer against RFP, if shortlisted.
- h. After the submission of RFP by the shortlisted Party/ Parties and subsequent evaluation of RFP by BEML, the Party/Parties with all the required capabilities and expertise / a consortium led by a lead partner, will be selected.
- i. Upon successful and satisfactory completion of the initial commitment of supply 1 no. proto, clearance may be provided for production and supply of balance 9 nos of HRV's.



4. HEAVY RECOVERY VEHICLE CONFIGURATION

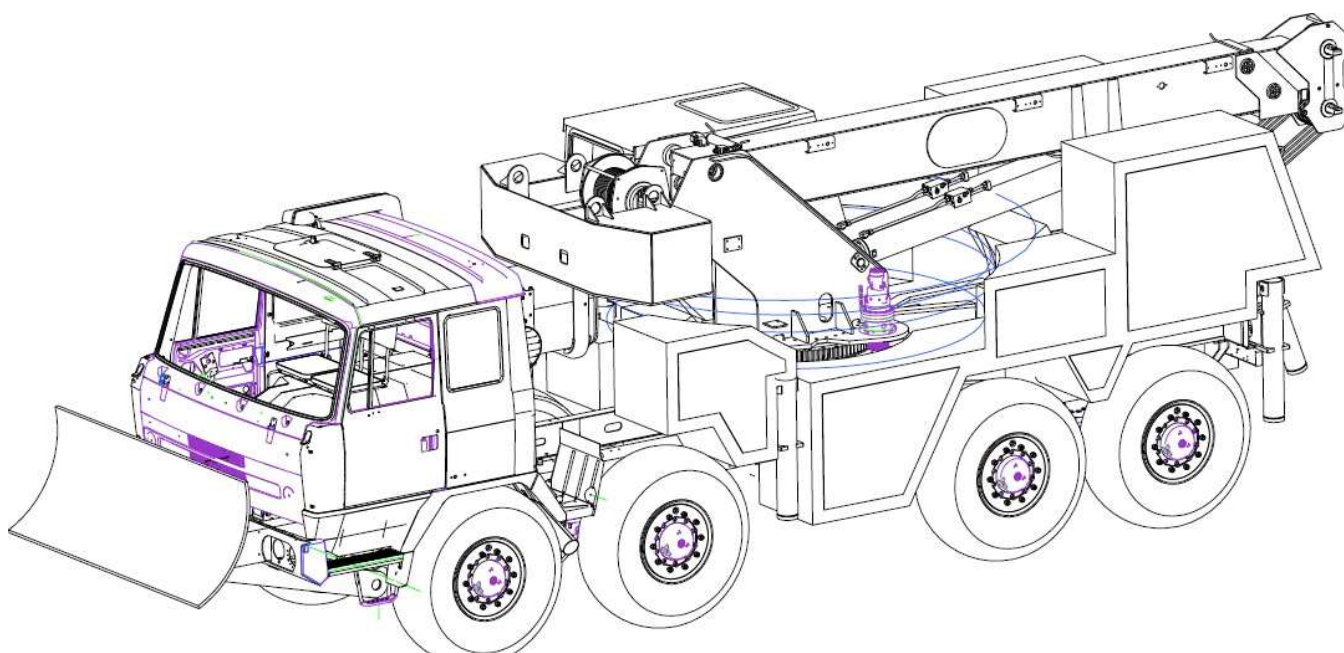
Heavy Recovery Vehicle (HRV) is capable of providing repair and recovery cover to in-service wheeled vehicles up to 8x8 drive classification.

HRV would be required to perform the following tasks:-

- Un-ditching, up-righting, extricating and pulling of vehicle casualties.
- Rigid and suspended towing of a wheeled vehicle casualty.
- Lifting major unit assemblies of equipment.
- Operate as mobile crane for general use.
- Self Recovery.

The base vehicle will be Free issue Material (FIM) from BEML, further the vehicle should be integrated with the following sub systems, which are in Industry partner scope of supply

1. Heavy Duty higher capacity Hydraulically operated crane for Military application.
2. Higher capacity Main winch, operated hydraulically for recovery purpose.
3. Auxiliary winch for handling Main winch for handling MW rope.
4. Dozer system, operated Hydraulically.
5. Hydraulic systems for operating recovery aggregates.
6. Recovery Tools & accessories.
7. Welding & cutting machines & its drive.
8. Engineering of Vehicle maintenance Tools & accessories.



General Arrangement of Heavy Recovery Vehicle

BEML Scope	Selected Party Scope
Base vehicle BEML 8x8 truck will be provided as Free Issue Material (FIM) GVW including all the Major aggregates is approx. 30 t	Crane: Higher capacity, Telescopic, Hydraulically operated for Military application - Capacity will be defined in RFP
	Main Winch (MW) : Higher capacity Hydraulically operated MW - Capacity will be defined in RFP
	Auxiliary Winch (AW) : Single line pull Hydraulically operated AW for pulling MW - Capacity will be defined in RFP
	Dozer: Hydraulically operated Light dozing operation - *
	Recovery Tools & accessories - *

* Details will be provided during RFP stage

5. SCOPE OF WORK

The complete responsibility matrix and resources for each work package will be included in the RFP. The scope of work involves inter-alia the following major activities:

1. Responsibility – BEML

- a. BEML will be responsible for the configuration and functional performance of the recovery aggregates of Heavy Recovery vehicle and associated equipments.
- b. Design of HRV aggregates and its systems. BEML shall be the sole nodal design agency.
- c. BEML will provide a list of approved vendor(s)/source(s) for procurement of subsystems, components and equipment at the RFP stage.
- d. BEML will provide the relevant information and documents (Specifications, drawings, schematics, layouts etc.) related to the production of the various recovery aggregates, sub-systems of the Heavy Recovery Vehicle.
- e. BEML will provide relevant documents for Factory acceptance qualification testing of individual recovery aggregates and other sub systems.
- f. Design modifications (if any) and any deviations considering manufacturing point of view from the Industry partner based on the finalised sub system specifications will be verified and controlled by BEML for further decision.

2. Responsibility - Selected Party / Indian industry

- a. Procurement of various materials for fabricating the Heavy recovery Vehicle, involving its components and sub-systems from the approved supply chain of BEML / reputed OEMs, after taking written consent from BEML.
- b. Procurement of Recovery aggregates like Crane, Winches, Hydraulic aggregates, electrical - electronic components, control system, consumables, and systems required for building up of HRV from the approved sources of BEML, based on BEML Design.
- c. Manufacturing, testing and qualifying HRV 8x8 vehicle as per the BEML Quality Audit.
- d. Material certificates and other testing requirements from NABL certified Laboratories
- e. Submission of Quality Acceptance Procedures (QAP) for development of HRV for taking clearance from BEML.

- f. Quality Assurance activities at critical check points and general quality control shall be with the Selected Party. Submission of the Quality reports to BEML.
- g. Quality Control / testing report of sub systems like bought out items to be submitted to BEML.
- h. Integrating the systems to build the HRV vehicle at the Lead integrator premises
- i. Factory acceptance test (FAT) as per set standards of BEML, should be carried out at Selected party premises in presence of BEML reps.
- j. Preparation of documents (comprising of technical specifications, bill-of-materials, drawing index, quality assurance plan, process sheet, hardware and software test plans, test reports, user and maintenance manuals, Quality documents for DGQA submission etc.) as per BEML templates.
- k. Qualified manpower required for fabrication, integration, inspection, qualification testing activities.
- l. Qualified manpower support for DGQA inspection activities.
- m. Warranty, Logistic support, Life-cycle support, Upgrades and obsolescence management.
- n. Delivery of the Vehicle to BEML.
- o. Post sale, Spares support from the industry partner/ Selected party.

6. EOI RESPONDEES - MINIMUM ELIGIBILITY CRITERIA

The Party/ Parties who propose to respond to the EOI for HRV Production shall meet the requirements towards:

3.1	Constitution of Party/ Parties	Refer Annexure - 1
3.2	Experience	Refer Annexure - 2
3.3	Minimum Infrastructure	
3.4	Financials	

7. GENERAL TERMS & CONDITIONS

The BEML Ltd. General terms & conditions for responding to Eoi are indicated in **Annexure - 3**

8. HEADINGS

Headings and sub-headings in this Eoi document are used for convenience only and will not control, define, limit or describe the scope or intent of this Eoi.

9. Earnest Money Deposit (EMD)

- Selected party/parties should submit EMD, the value of the EMD will be suitably indicated at the time of tender, should be made through Bank Guarantee in favour of "BEML Ltd" to participate in RFP.
- No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
- For Unsuccessful bidders: The EMD of all unsuccessful eligible bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder (Selected Party). This would normally happen within 6 months from the date specified for receipt of response to this RFP.
- For the Selected Party: The EMD of the Selected Party would be returned without interest upon submission of Performance Bank Guarantee (PBG) by the Selected Party.
- In case bid is submitted without the EMD then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

10. EOI RESPONSE FORMAT

- HRV Productionisation EOI response format and checklist is as provided in **Annexure 4.**

11. AGREEMENTS TO BE EXECUTED BY INDUSTRIAL PARTNER

- All documents prepared for fabrication, assembly, integration, test procedures, log books, drawings, schematics and any other communication, codes revealed during the HRV vehicle supply will be the exclusive property of BEML and the Selected Party shall have no right or claim whatsoever on them.
- Further, the Selected Party must not quote any of these works in any publications or to any of its customers without explicit prior written permission from BEML and the Selected Party shall adhere to strict confidentiality.
- BEML reserves right to solicit the offer from Party / Parties for shortfall of documents.
- The Party should be required to execute & submit the following agreements with BEML along with EoI, which would enable Party /parties to submit the offer against RFP.
 - **NON-DISCLOSURE AGREEMENT (NDA)** format enclosed at **Annexure-5**,
 - **NON COMPETITION AGREEMENT (NCA)** format enclosed at **Annexure-6**
- **INTEGRITY PACT (IP) has to be executed before the execution of the contract for the selected Party / Parties.**

Annexure -1

EOI RESPONDEES- Constitution of Party/ Parties

Annexure 1

EOI RESPONDEES- Constitution of Party/ Parties

- This Eoi is governed by Public Procurement Order Make in India order 2017 and its amendments.
- In case of Indian consortium, the applicant must submit a document signed by all the members of the participating organizations stating the name of the lead partner/member. Parties will enclose a notarized copy of proof of Consortium constitution. Once the Consortium is declared while submitting the Eoi, the same Consortium Partnership shall continue during the tenure of the contract.
- Any Party shall submit the response in the capacity of an individual Party or as a part of only one Consortium. Any Party shall not be part of two consortiums.
- All the Parties in the consortium shall be liable for the entire scope of work and risks involved thereof to the entire contract value and as per law. The Parties shall accept for the full scope of work, acceptance to the part of work shall not be entertained and such offers shall be summarily rejected without giving any opportunity for further clarification.
- The Party must be registered in India as required by law with minimum five (5) years of continuous operation up to the date of publication of this EOI.
- The Party should have manufacturing and/or operations with at least five (5) years of infrastructure set up in India.
- Defence Land system sector/industry in this Eoi means any work or contract executed for any BEML Centres/units for Indian Defense Land system Projects/systems.
- An undertaking (self-certificate) shall be submitted stating that, the Organization and Consortium Partners have not been blacklisted by any Central/ State Government Department/ PSU/ Govt. Undertakings / Central Government funded organizations/ State Government funded organizations/ World Bank, or other World Bank organizations and is not under any illegal expression by Government of India.
- The Parties, should not have, during the last five (5) years, either failed to perform on any agreement with either private or government, been black listed, or been expelled from any project or agreement or have any agreement terminated for breach of agreement by the Party.

- The Parties who are individually or institutionally, in any manner, involved with the selection/screening process of the EoI, and employees of BEML are ineligible for applying and submitting their EoI.
- An undertaking (self-attested) shall be submitted, stating that there has been or is no outstanding bankruptcy, judgment or pending legal action that could impair operations as a going concern. Also the Party/Consortium Partners must be solvent.
- Parties should be capable to furnish Bank guarantees.

Annexure -2

**EOI RESPONDEES- Experience, Minimum infrastructure &
Financials**

Annexure - 2

EOI RESPONDEES- Experience, Minimum infrastructure & Financials

S.No	CRITERIA	Party Compliance (YES*/NO)
EXPERIENCE & MINIMUM INFRASTRUCTURE		
1.	<p>The Party must be registered in India as required by law with minimum five (5) years of continuous operation and manufacturing up to the date of publication of this EOI.</p> <p>➤ Firm should submit Company registration certificate, brief company profile and core capability, as indicated in Appendix-A of Annexure-4</p>	
2.	<p>Party shall have experience in developing multi-disciplinary large scale turn-key Automotive fabrication projects which involves, Heavy fabrications, Mechanical, Structural, Electrical, Electronics, Pneumatic, Hydraulic etc. systems with established quality control systems in place; also having designed, engineered and on time delivery of Engineering systems integrated on High Mobility Vehicles to Indian Defence forces application during last 5 years.</p> <p>➤ Firm should submit a copies of POs/ Work order/ Contracts executed by the firm, as indicated in Appendix-B of Annexure-4</p>	
3.	<p>Party shall have In-house needed production facilities such as, Gas Metal Arc Welding (GMAC), Machining facilities, certified welders - copy of the Welder Certification to be submitted, Fabrication fixtures, CNC Plasma Cutting Machines, Shot Blasting Booth, Paint Booth etc.,</p> <p>➤ Firm should submit a list of machineries, manufacturing facilities, Testing facilities with specifications, brochures etc, as indicated in Appendix-C of Annexure-4</p>	
4.	<ul style="list-style-type: none"> • The Firm should be willing to develop the test rig facility to test the Recovery aggregates of HRV installed on vehicle viz., Crane, Winches, Dozer, Hydraulic system, Electrical control system. • The bidder should have a proven track record of manufacturing, integration and supply of equipment as per MIL or equivalent standards to Indian Defence forces. <p>➤ The details of the Test facilities available to be indicated & confirmation on willingness to develop test facilities to be indicated (if test facilities not available), Supporting documents are to be enclosed as per Appendix-C of Annexure-4</p>	

S.No	CRITERIA	Party Compliance (YES*/NO)
5.	The bidder should have prior experience in digital mock-ups / 3D - modelling capabilities with Latest CAD software & hardware for handling Design, Dwg & Documentation, should carried out for Indian defence project from past 5 years. Supporting documents are to be enclosed as per Appendix-C of Annexure-4	
6.	Party shall have the necessary facilities for Hydraulic aggregates testing, electrical control system testing with NABL certified testing equipments, testing reports carried out for Indian defence project from past 5 years to be submitted. Supporting documents are to be enclosed as per Appendix-C of Annexure-4	
7.	<ul style="list-style-type: none"> • Party shall have facilities for fabrication and machining for Manufacturing of heavy automotive fabrication / Super Structure using high strength materials as specified in BEML drawings with facility for assembly of subsystems with a size of around 12 m length & Approx. width of 4 m with a covered hanger & the major aggregates together weighing around 18 tonne. • The bidder shall have capability in carrying out reliability and maintainability (FMEA) analysis, if required. Supporting documents are to be enclosed as per Appendix-C of Annexure-4	
8.	Firm having more than 5 years of experience in integration & development of crane / winches operated in rough terrain vehicles / truck mounted / tank mounted for Indian forces application. Supporting documents are to be enclosed as per Appendix-C of Annexure-4	
9.	The party shall facilitates NABL certified Environment test facilities (HT, LT, random vibration, thermal cycling) and In-house Rain test facility will be preferred. Supporting documents are to be enclosed as per Appendix-C of Annexure-4	
10.	Firm should have latest quality management system, Certified Heavy fabrication, Welding Machines with certified welders - Min 5 Nos, skilled fitters - min. 5 Nos., Supporting documents are to be enclosed as per Appendix-D of Annexure-4	

S.No	CRITERIA	Party Compliance (YES*/NO)
11.	<p>Experience in supply chain management: Expertise in handling challenges during high volume production from key suppliers. The bidder should have large & diverse supply base and business partner firms. The bidder should have efficient management of supply chain with strong subcontract management team approach with dedicated program management, engineering and sourcing representation to ensure efficient management.</p> <p>The bidder with an exposure to Lean and Six Sigma /JIRA tools / equivalent to record and solve issues and drive program excellence manufacturing and in supply chain.</p> <p>Supporting documents are to be enclosed as per Appendix-D of Annexure-4</p>	
12.	<p>Product Support: The bidder should have experience in providing Product Support by way of maintenance / annual maintenance contracts, providing spares and technical man power at installations including addressing obsolescence, after warranty period.</p> <p>The bidder should have carried out, Product Support for export orders at foreign sites.</p> <p>Supporting documents for the above are to be enclosed as per Appendix-E of Annexure-4</p>	
13.	<p>Project Management Capabilities: Firm should have strong project management practices and subcontractor management process in place.</p> <p>Experience in scheduling and tracking the activities to mitigate the delays which may be experienced in one area by working around issues up, down and across the project.</p> <p>Supporting documents for the above are to be enclosed as per Appendix-F of Annexure-4</p>	
14.	<p>Firm representative should have an experience of handling CQA / DGQA / SQAE inspection independently</p> <p>Supporting documents are to be enclosed as per Appendix-F of Annexure-4</p>	
15.	<p>If Party has formed a consortium or equivalent association with any other Indian agency, then party should submit provide registered consortium agreement copy and leader of consortium should be informed at this stage itself. Consortium formation should be governed by Public procurement make in India order 2017 and parties should not be black listed in any of the Govt./ DPSU from past 5 years. BEML has the right to reject the consortium.</p> <p>Supporting documents are to be enclosed as per Appendix-G of Annexure-4</p>	
16.	<p>It is desirable that, the firm shall not outsource in part or full scope of the project. However, if it is essential for the firm to outsource critical components from other agencies, the details have to be disclosed at this stage itself and NDA has to be signed on 200 Rs. Stamp paper along with Eol, As per Format enclosed at Annexure -5, also prior written approval in writing from BEML to be obtained before execution of project.</p>	

S.No	CRITERIA	Party Compliance (YES*/NO)
17.	During Receiving inspection of equipment at BEML / customer place, firm should depute their representatives as and when required.	
18.	Party shall have experience in transporting Defence equipments, supporting documents like Low bed trailers, freight booking to be enclosed. Supporting documents are to be enclosed in the Appendix-H of Annexure-4	
19.	BEML will hold IP rights for all technologies developed for said HRV 8x8 vehicle.	
	FINANCIALS	
1	Firm with sound financial status - Consistently profit for the past 5 years and current year turnover to be mentioned and it should be >10 crore per year; and Positive Net Profit after Tax for last five years starting from previous financial year. Supporting documents are to be enclosed as per Appendix- I of Annexure-4	
2	Credit rating: Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31.03.2021 Supporting documents are to be enclosed as per Appendix- I of Annexure-4	
3	Net worth of entities, ending 31.03.2021, should not be less than Rs.10 Crore Supporting documents are to be enclosed as per Appendix- I of Annexure-4	
4	Insolvency: Industrial partner should not be under insolvency resolution as per IBC.	
5	The bidder should submit an undertaking that none of its whole time Directors have been implicated by any courts for corrupt practices / illegal activities. Undertaking document to be enclosed in Appendix- J of Annexure-4	

Note:

Technical committee will be formed for short listing the firms. Committee may visit shortlisted firms to assess the manufacturing capability, quality, infrastructure etc. to finalize the selection of vendor.

Annexure -3

GENERAL TERMS & CONDITIONS

Annexure -3

I. GENERAL TERMS & CONDITIONS

- This EoI document for 'HRV production by the Selected Party does not have any relation with respect to the previous EoI / RFP floated for similar activities.
- This EoI document is not an offer and is issued with no commitment. BEML reserves the right to withdraw the EoI or change or vary any part thereof at any stage.
- BEML also reserves the sole right and discretion to disqualify any Party, should it be so necessary at any stage. This is a fundamental condition of this EoI document and must be well understood and accepted by the Parties before participating in the EoI.
- Timeline and sequence of events resulting from this EoI shall ultimately be determined by BEML.
- By submitting an EoI, each Party shall be deemed to acknowledge that it has carefully read all chapters of this EoI document, and has fully informed himself / her self as to all existing terms and conditions.
- **The Party shall compulsorily fill up the Response format and compliance matrix as given in annexures and appendices to this EoI document, along with all supporting documents.**
- Party / Parties Experience of handling CQA / DGQA inspection agencies independently is preferred
- The EoI and all correspondence and documents shall be written in English.
- The Selected Party will not be able to subcontract the work related to the agreed scope of work without prior written approval from BEML.
- The Selected Party shall provide the number of resources required for development of the work during different phases with necessary technical capabilities.
- The personnel of Selected Party must adhere to all the safety guidelines while handling equipment, machinery, components etc. All the safety gadgets procurement and issue shall be within the scope of the work of the Selected Party.
- The terms and conditions as stated in this EoI document are not exhaustive and BEML reserves the right to add or delete or modify any terms and condition in the RFP to be issued to the short listed Parties.

- This Eoi/RFP is governed by standard BEML Payment terms.
- Selected Party has to sign a Integrity Pact with BEML before the contract placement.
- **Party/ Parties can refer BEML website for BEML GENERAL PROCUREMENT TERMS & CONDITIONS from BEML Purchase Manual**

Annexure - 4

EoI RESPONSE FORMAT & CHECKLIST

Annexure 4

EoI RESPONSE FORMAT & CHECKLIST

{With Cover Letter in Company letterhead}'

EoI RESPONSE FORMAT

To,
Corporate Purchase
BEML Limited
SR Nagar, Bangalore 560027

Dear Sir,

Ref: Expression of Interest for “HRV Production by Indian Industry / consortium”

Having examined the Expression of Interest (EoI) document dated _____,
downloaded from the BEML website, i.e. www.bemlindia.in, we, the undersigned, intend to
submit an EoI in response to the aforesaid EoI document.

We attach hereto the EoI and response as required by you, which constitutes our EoI.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Company Name:		
Name:		
Title:		
Address:		
Phone :		
Mobile:		
Fax :		
E – mail :		

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to BEML are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead BEML in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract after the execution of the contract.

We agree to the unconditional acceptance of all the terms and conditions set out in the Eoi document.

It is hereby confirmed that I / We are entitled to act on behalf of our company/ corporation/ firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the Eoi Response for and on behalf of:

(Name and Address of Company) Seal / Stamp of Party

Witness Signature :

Witness Name : Witness

Address:

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

I, , , the Company Secretary of
....., certify that
..... Who signed the above HRV EoI is
authorized to do so and bind the company by authority of its board / governing body.

Date :

Signature :

(Company Seal)

Part-I

1. General Details of the Party

1	Name of the Party	
2	Year of Establishment	
3	Core capabilities of the Party	Brief profile of the Party not more than 2 pages
4	Head office location and address with contact number & email id:	
5	Local address in Bangalore, if any, with contact number & email id:	
6	Addresses of manufacturing and/or operational setup in India (Highlight the address where BEML representative will visit for audit)	1. --- 2. --- 3. ---
7	Corporate website URL:	

Note: Enclose following documents at **Appendix-A**

- I. Company registration certificate indicating name of the firm, year of establishment, incorporation details, Members of the Board.
- II. Brief write-up on Company profile, core capability

2. Experience

Defence Land systems sector: In case the Party has/had any Purchase order/work order/Contract value greater than or equal to Rs. 1 Cr (not more than 6 Purchase Orders) from April 01, 2016 onwards in Defence Land systems sector involving engineering of Hydraulic systems, Mobile cranes, Winches. Provide the details in the specified format for each work order.

Purchase Order-1

Name of the Defence Industry	
Scope of Work	
PO Date	
Present Status of the PO	
Type of System*	
Application**	
Is any part of the above work subcontracted to other Parties? If yes, provide the details	
Name of the sub-contractors	Description of activity outsourced to sub-contractors
Inspection agency (CQA/ SQAEE/ DGQA/ others) Please specify	

**Indicate whether it is electronics/electrical/mechanical/propulsion/software or any other system*

***Mention if the system is for on-board or ground or any other use*

Note: Enclose documents at **Appendix-B**

Purchase Order-2 (use above table format)

Purchase Order-3 (use above table format)

Purchase Order-4 (use above table format)

Purchase Order-5 (use above table format)

Purchase Order-6 (use above table format)

3. Infrastructure Capabilities

List of major infrastructure presently available to build systems/sub-system related to Defence sector as mentioned in the EoI document.

Sl.No	Name of Infrastructure/ Facility	Year of commissioning	Brief specifications*	Utilization Factor (%)**
1	Fabrication of Heavy Structures Facility			
a)	CNC Plasma Cutting Machines			
b)	CNC Press Break/Bending Machine			
c)	NC Shearing Machine			
d)	Power press Machine			
e)	Radial Drilling Machine and Lathe Machines (indicate bed size) and Lathe Machines			
2	Manufacturing Facility for Heavy Structures			
a)	Gas Metal Arc Welding (GMAC) machine/ equivalent			
b)	Overhead crane facilities of 20 tonne capacity			
c)	Covered hanger			
d)	Fabrication fixtures			
e)	Shot Blasting Booth			
f)	Paint Booth			
3	Covered Assembly Hanger (Min 12 m L & 4 m width structure) - Min 2 Hangers			
4	Mobile Hydraulic crane testing payloads, Pick and place dummy loads of 20 tonnes			
5	Hydraulic winch pull force testing facilities with load cell, Pulling force of 15 tonnes			

Sl.No	Name of Infrastructure/ Facility	Year of commissioning	Brief specifications*	Utilization Factor (%)**
6	Hydraulic system testing facilities (system flow and system pressure monitoring)			
7	Electrical control system testing facilities (electrical system fine tuning and performance monitoring)			
8	Digital mock-ups / 3D - modelling capabilities with CAD software & hardware facilities for handling Design & Documentation, details to be provided			
<p>*Kindly specify dimension, temperature range, working pressure, Working volume, Max. force as applicable. Photographs/Brochure of above listed facilities to be provided</p> <p>Note: Enclose following documents at Appendix-C</p> <ol style="list-style-type: none"> I. Photographs/Brochures of Manufacturing facilities listed above II. Details of CAD software, No. of licenses, Users, Hardware details, Tech Documentation software, project report III. PO copy, project completion report, project report to be submitted if any 				

4. Quality Management

a)	State the Quality Policy of the Party (max in 200 words)	Type overall Quality management system and mention about the quality department reporting, non-conformance management system, quality control practices, records maintenance, onsite activity QMS and internal review mechanism
b)	Quality Standards / certifications obtained by the Party	ISO 9001:2015 or equivalent (if others kindly mention)
c)	Structural welding Steel / Welding procedure in shop floor	AWS D1.1 or ISO:15614 (if others kindly mention)
d)	Qualification test followed for welders qualifications	AWS D1.1 or BS EN 287 (if others kindly mention)
e)	Vendor management	Implementation software tools like Enterprise Resource Planning - ERP, Supply Chain Management – SCM, Vendor Management

Note: Enclose following documents at **Appendix-D**

- I. ISO certificates or equivalent
- II. Brief write-up on welding procedures followed and Welder certification process followed by the firm

5. Product support:

- Are you an offset Partner/subcontractor to any foreign Industry (Prime contractor) of any major Defence Land system sector related contracts from India? If yes, provide the details in the given format.
- The bidder should have carried out, Product Support for export orders at India & foreign sites.

Experience in Other Areas (Defence Land system sector)

SI No.	Name of the Industry with Address	Name of the project	Nature of contract	Value of the Contract	Duration of contract / year of completion	Reference name of the industry

Note:

- The details of the Order, Purchase orders to be enclosed as **Appendix-E**

6. Parties Expert Manpower

Manpower Strength (on the rolls of Parties/lead Parties in case of consortium) in the following Streams/Discipline

SI No.	Streams/Discipline	Engineers	Supervisors	Technicians
1	Design Engineering			
2	Fabrication Facility			
3	Machining Facilities			
4	Heat Treatment			
5	Quality and Reliability			
6	Technical Documentation			
7	Material Science and metallurgy			
8	Jigs and Fixtures			
9	Engineering of Hydraulic system			
10	Engineering of Mobile cranes			
11	Engineering of Recovery winches			
12	Electrical control system			
13	Assembly Integration			
14	Testing and Commissioning			
15	Maintenance (Mech, Hyd, Elec, Instru.)			
16	Instrumentation and Control system			
17	Electronics and communication			
18	Material Handling			
19	Project Management & Risk management team			

- Mention the levels of technical hierarchical structure (from entry level to highest cadre) of your organization.
- Whether the Party has similar experience of providing technical/skilled manpower support (from April 01, 2016 onwards) to any Government/ Public sector Industry (Defence Land system sector). If yes, provide the following details.
- Firm representative should have an experience of handling CQA / DGQA / SQAE inspection independently, undertaking document to be submitted, by referring the particular project.

Note: Enclose following documents at **Appendix-F**

7. Consortium (If any)

In order to meet the scope of this contract, whether the Party has formed a consortium or equivalent association with any other Indian agency? Yes/No If yes, provide the following details of the consortium partners.

Consortium Partners			
Partner's Details	Party 1	Party 2	Party 3
Name & address			
Brief description of major work executed for BEML/DPSU/MOD since April 01,2016 onwards (mention any one)			
Date of Consortium Agreement			
Technology association of partner			
Infrastructure association of partner			
Manpower/Workforce support of partner			
Financial Support of partner			

Provide the Share holding Pattern of the Vendor in the given format

Sl. No	Category of Shareholder	No. of shareholders	% of shareholding
1			
2			
Total			

Note: Enclose following documents at **Appendix-G**

8. Financial Details:

Financial Information of Vendor / Lead Vendor in case of consortium

Heads	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Turnover (Rs. In Crores)					
Net Revenue from Operations (in INR Crores)					
EBTD [Earnings Before Tax and Depreciation]					
% of Revenue from Defence Land system sector Segment/Unit					
Net worth					
Share Capital					
% of shareholding by Indian					
% of shareholding by Foreign					

Note: Enclose following documents at **Appendix-I**

Auditor certified statements for the last three year FY 2016-17, FY 2017-18, FY 2018- 19, FY 2019-20 and FY 2020-21 as Annexure-E (please provide the profit and loss statement and balance sheet). Unaudited certified statements certified by the company auditors for the latest year 2020- 21 (in case auditor certified statement for 2020-21 is not available). Certification by the company auditors supporting the revenue breakup.

Part-II

ACCEPTANCE TO COMPLIANCE MATRIX

Compliance Matrix			
Sl. No.	Description	Compliance (Yes/No)	Remarks (in case of No)
1	Acceptance to EoI Document		
2	Minimum qualification criteria		
3	Acceptance to EoI Objective		
4	Understood HRV vehicle configuration		
5	Acceptance to Scope of work		
6	Acceptance of Tenure of Contract		
7	Acceptance to non-exhaustive Terms and conditions		
8	Submitted Non-Disclosure Agreement		
9	Submitted the EOI Response Format duly filled.		
10	Submission of NDA & NCA		

EOI RESPONSE FORMAT CHECKLIST

The response should be submitted as an Eol, as a collation of the following table of contents, in the enclosed format, clearly providing the details with documentary proof/supporting documents as Annexures. Kindly provide the Content sheet of your response as given below.

The Parties shall provide the information in the formats as prescribed. The overall compliance matrix should also be submitted as per this Eol document. All these inputs may be furnished in MS word document.

The Eol and all correspondence and documents shall be written in English.

Sl. No	Contents	Page No
1	Covering Letter	
	Part-I	
2	General Details of Vendor	
3	Quality Management	
4	Experience in Defence Land system sector	
5	Vendor Expert Manpower	
6	Infrastructure Capabilities	
7	Consortium Details, if applicable	
8	Financial Details	
	Part-II	
9	Compliance Matrix to be filled by Vendor	
	List of Annexure's	
1.	Appendix- A Enclose Company profile	
2.	Appendix- B Experiences, Copies of PO/Work order / Contracts	
3.	Appendix- C Infrastructure and manufacturing facilities, brochures	
4.	Appendix- D Quality management	
5.	Appendix- E Product support	

Sl. No	Contents	Page No
6.	Appendix- F Parties Expert Manpower	
7.	Appendix- G Consortium details	
8.	Appendix- H Transporting Defence equipments experiences	
9.	Appendix- I Auditor certified statements for the last five year FY 16-17, FY 17-18, FY18-19, FY 19-20 & FY20-21	
10.	Appendix-J Self attested Undertaking certificate on Company letterhead for a) No outstanding bankruptcy, judgment or pending legal action that could impair operations as a going concern. Not been blacklisted by any Central/ State Government Department/ PSU/ Govt. Undertakings / Central Government funded organizations/ State Government funded organizations/ World Bank	

Note:

1. Eoi to be submitted online through **E mail- bemleoi@beml.co.in**, stating compliance to each points, along with the enclosures to be forwarded by interested reputed firms, super scribing "**Expression of Interest for BEML HRV 8x8 vehicle Production**"
2. **For any technical clarifications you may contact,**
Mr. Narasimha Prasad N
E-mail: narasimha.p@beml.co.in,
Contact No.: 080-22963547

Annexure - 5

NON – DISCLOSURE AGREEMENT (NDA)

Annexure 5



NON – DISCLOSURE AGREEMENT

BETWEEN

**BEMLLIMITED
BANGALORE**

AND

.....
.....

To be executed on a non-judicial
stamp paper of requisite value
according to State Stamp Laws

NON – DISCLOSURE AGREEMENT

This Non – Disclosure Agreement (hereinafter referred to as "Agreement/**NDA**") is made and entered into on thisday of20 (the Effective Date) atby and between;

M/s BEML LIMITED, a Govt. of India Undertaking, coming under the administrative control of Ministry of Defence, Department of Defence Production, Government of India, incorporated and registered under the Companies Act 1956/2013 with its Corporate office at 'BEML SOUDHA', 23/1, 4th Main, SR Nagar, Bangalore – 560027, India and Defence Business at

_____ represented by itsShri(hereinafter referred to as "**BEML**" which expression shall include its successors and permitted assigns) of the FIRST PART,

And

M/s.....incorporated and
Registered under with its registered Office/principle place of
business atrepresented by its.....Shri.....
(hereinafter referred to as "XXXXXX/Industrial Partner" which expression shall include its
successors and permitted assigns) of the SECOND PART:-

Hereinafter, BEML and the Industrial Partner are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS, BEML is engaged in the business of design, development and manufacture of a variety of Earthmoving, Railways, Defence Equipments, Diesel Engines, Hydraulic & Power

line aggregates and also providing services in the areas of engineering, design & development and trading, etc. and

WHEREAS, the Industrial Partner is

..... (incorporate the details of business of the party) etc. and

WHEREAS, BEML invited Expression of Interest (EoI) from Indian industry partner who would be responsible for delivering end-to-end Heavy Recovery Vehicle with its electronics, structures, hydraulics, including its assembly, integration and testing, where in BEML will provide the base vehicle for mounting the recovery aggregates as Free Issue Material (FIM)(the Project).

WHEREAS, the Industrial Partner responded to the EoI and emerged as successful bidder and agreed to perform its scope of work relating to the Project, as per EOI. In accordance with the terms of EOI, the Industrial partner is required to execute NDA to obtain Specific technical information and drawings related to Heavy Recovery Vehicle 8X8, which is proprietary of BEML.

WHEREAS, in the execution of the project, parties may exchange their confidential/proprietary information to each other. 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 Project.

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 In order to pursue the Project, both Parties recognise that there is a need to disclose to one another certain Confidential Information. Confidential information is to be used only in the pursuit of the Project. The information provided by the Disclosing Party and the 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

- 2.1 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 " Project" as well as ideas, concepts, drawings, designs 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. The terms and existence of this NDA, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the project and all of the terms, conditions and other facts

with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this NDA.

2.2 The information disclosed as Confidential and which is marked as 'Confidential' by the Disclosing Party, shall be treated as Confidential Information by the Receiving Party and shall be disclosed either:

2.2.1 in writing; or

2.2.2 by delivery of items; or

2.2.3 by initiation of access to Information, such as may be in a data base; or

2.2.4 by oral or visual presentation.

2.3 If the Confidential information is 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.

2.4 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. The Receiving Party thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure inadvertently fails to identify as proprietary, confidential or private, oral or visual information for which it desires confidential treatment, it shall so inform the recipient, provided that the Disclosing Party shall summarise the information in writing within ten (10) days thereafter. The Receiving Party's obligation hereunder shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.

- 2.5 The Confidential Information shall be considered valuable trade secrets, owned by the Disclosing Party. The Disclosing Party retains all right, title, and interest in the Confidential Information.

3. NON-DISCLOSURE

- 3.1 The Receiving Party may only use the Confidential Information for the purposes stated above. The Receiving Party recognises that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorised persons. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.

4. RECEIVING PARTY'S OBLIGATIONS:

- 4.1 The Receiving Party undertakes:
- 4.1.1 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;
 - 4.1.2 not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
 - 4.1.3 to comply with any other reasonable security measures requested in writing by the Disclosing Party;
 - 4.1.4 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;

4.1.5 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.

4.2 The Receiving Party must not disclose any Confidential Information to any third party except that the Receiving Party may disclose the Confidential Information to:

4.2.1 its employees, consultants and agents including employees of any legal entity that it controls or controls it or with which it is under common control (the "**Representatives**"), on a 'need to know' basis for the purpose of this NDA.

4.2.2 Any other party with the Disclosing Party's prior written consent.

4.3 The Receiving Party must, prior to disclosing any Confidential Information, enter into a written agreement with the party to whom the information is being disclosed so as to ensure that such party treats the information as 'Confidential Information' in accordance with the terms of this NDA.

4.4 The Receiving Party may disclose the Confidential Information to the extent only it is required by law. However, the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.

5. RETURN OF CONFIDENTIAL INFORMATION

5.1 Following the request of the Disclosing Party, the Receiving Party will promptly deliver to the Disclosing Party, or certify in writing to the Disclosing Party as to the destruction of (without retaining any copy including the backup copies) all of Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, the Receiving

Party. 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.

6. EXCEPTIONS

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

- 6.1.1 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;
- 6.1.2 is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- 6.1.3 is disclosed with the prior written consent of the Disclosing Party; or
- 6.1.4 is required to be disclosed pursuant to law, and then only to the extent ordered by the governmental authority or court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to give the Disclosing Party notice of such disclosure as soon as practicable and cooperate with the Disclosing Party, at the Disclosing Party's expense, to minimise any such disclosure and shall only disclose that portion of the Confidential Information required by such authority or court.

7. REMEDIES

7.1 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.

8. TERM

8.1 The term of this NDA shall be for 2 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. Upon the expiry of the term 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.

9. TERMINATION

9.1 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 by giving three months prior notice in writing to the defaulting Party and the defaulting party fails to rectify the breach within the notice period;
- (c) by giving written notice of 30 days 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 NDA;

- (d) if a Party is Blacklisted by any Govt., Statutory Authorities, body corporate, which make the performance of this Agreement by that Party impossible. In such case that party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility in performing the obligations under this Agreement.

Notwithstanding the above, termination shall not prejudice any rights and obligations of the Parties that has arisen prior to the effective date of termination.

10. GOVERNING LAW

- 10.1 This NDA shall be governed by the laws of Republic of India

11. DISPUTE SETTLEMENT AND JURISDICTION

- 11.1 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 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, if any, framed thereunder, as may be amended from time-to-time. The place of Arbitration shall be atBengaluru and the Arbitration proceedings shall be conducted in English language.
- 11.2 Courts at Bengaluru alone will have jurisdiction to entertain, try and adjudicate all disputes arising out of this Agreement including the Award of the Arbitral Tribunal.

12. MISCELLANEOUS

- 12.1 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.

- 12.2 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.
- 12.3 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 or as may be notified subsequently in writing.
- 12.4 SUCCESSORS AND ASSIGNS: The Receiving Party shall have no right to assign its rights under this NDA, whether expressly or by operation of law, without the written consent of the Disclosing Party. This NDA and the Receiving Party's obligations hereunder shall be binding on the Representatives, permitted assigns and successors of the Receiving Party and shall inure to the benefit of the Representatives, assigns and successors of Disclosing Party.
- 12.5 VARIATION: No variation of this NDA shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

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

For BEML LIMITED

for /Industrial Partner

Name:

Name:

Signature:

Signature:

WITNESSES :

WITNESSES :

1.

1.

2.

2.

Annexure -6

NON COMPETITION AGREEMENT (NCA)



NON – COMPETITION AGREEMENT

BETWEEN

BEML LIMITED
BANGALORE

AND

.....
.....

To be executed on a non judicial stamp
paper of requisite value according to State
Stamp Laws

Annexure 5

NON COMPETITION AGREEMENT

This Non Competition Agreement (hereinafter referred to as "**AGREEMENT/NCA**") is made and executed on this the.... day of (the Effective Date) at Bengaluru By and BETWEEN

M/s. BEML Ltd, a Government of India undertaking, having its Registered office at No. 23/1, "BEML SOUDHA", 4 th Main Road, Sampangiram Nagar, Bangalore-560027 Defence Business at _____, represented by its Mr.(hereinafter called "BEML" which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns)of the FIRST PART.

AND

M/s.incorporated and registered under..... with its registered Office/principle place of business atrepresented by its.....Shri..... (hereinafter referred to as "XXXXXX/Industrial Partner" which expression shall include its successors and permitted assigns) of the SECOND PART .

Hereinafter, BEML and the Industrial Partner are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS, BEML is engaged in the business of design, development and manufacture of a variety of Earthmoving, Railways, Defence Equipments, Diesel Engines, Hydraulic & Power line aggregates and also providing services in the areas of engineering, design & development and trading, etc. and

WHEREAS, the Industrial Partners

.....
(incorporate the details of business of the party) etc. and

WHEREAS, BEML invited Expression of Interest (Eoi) from Indian industry partner who would be responsible for delivering end-to-end Heavy Recovery Vehicle with its electronics, structures, hydraulics, including its assembly, integration and testing, where in BEML will provide the base vehicle for mounting the recovery aggregates as Free Issue Material (FIM)(the Project).

WHEREAS, the Industrial Partner responded to the Eoi and emerged as successful bidder and agreed to perform its scope of work relating to the Project, as per EOI. In accordance with the terms of EOI, the Industrial partner is required to execute NCA undertaking to not to directly or indirectly quote or supply the underlining products, materials or services in Eoi/Project to any other parties in India and not to compete with BEML. NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:.

In pursuance of said EOI BEML may place Contract on the Industrial Partner for performance of it's a scope of the Project as per EOI which are carried out to the designs and specifications exclusive to BEML.

In pursuance of the placement of the above Contract on the Industrial Partner ,the Industrial Partner hereby agree and undertake not to directly or indirectly quote or supply the underlining products, materials or services in Eoi /Project the underlining products, materials or services in Eoi/Project to any other parties in India and not to compete with BEML and as such the Industrial Partner is prohibited to directly or indirectly quote or supply the underlining products, materials or services specified in the instant Agreement/EOI/Project. In contravention of this term, if the Industrial Partner quotes, supplies or competes with BEML, BEML would, be entitled to levy a penalty to the extent of loss occasioned to BEML.

The Industrial Partner acknowledges that monetary damages may not be the only and/or a sufficient remedy for breach of any terms and conditions of this Agreement and agrees that BEML shall have the right to prevent such breach and claim from the Industrial Partner, without actual proof of damage, Liquidated damages.

This Non Competition Agreement will be valid for a period ofyears from the effective date .

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 between the parties, 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, if any, framed there under, as may be amended 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 shall alone will have sole jurisdiction to entertain, try and adjudicate all disputes arising out of this agreement including the Award of the Arbitral Tribunal.

No variation or amendment of this NCA shall be valid unless it is in writing and signed by or on behalf of both the Parties.

All notices under this NCA 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 NCA or as may be notified subsequently in writing.

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

For M/s. BEML LIMITED

For /Industrial Partner

Witness

1.

2.

