

**M/s. BEML LIMITED,
HP Division, KGF-563115**

**Invitation for Expression of Interest (EOI) for Manufacturing &
Supply of HPS by Indian Industry – Nov 2023**

EOI Reference	Ref. No. BEML/EOI/HPS				
EOI closing date	Closing date : - 20-12- 2023, Time : 17:00 Hrs.				
EOI response mail Id	bemleoi@beml.co.in				
Contact for technical clarifications	Name Mr.	Designation & Department	Contact no	E – Mail id	Category of Clarification
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	Vijaya Kumar	DGM – Manufacturing Engineering	9481435184	he@beml.co.in	
	Ganapati Bhat	DGM – Quality Engineering	9449703515	qh@beml.co.in	
	MG V Reddy	DGM – Materials Management	9845865345	hmv@beml.co.in	EOI
BEML / EOI /HPS					

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1. INTRODUCTION

BEML Limited, a Central Public Sector Enterprise under the Ministry of Defence, was incorporated in 1964. Subsequently it became a listed company and is engaged in the design, development and manufacturing in the areas of Defence & Aerospace, Rail & Metro and Mining & Construction equipment's. with four manufacturing complexes located at Bengaluru, Kolar Gold Fields (KGF), Mysuru and Palakkad.

All the manufacturing divisions of BEML have been accredited with ISO 9001 – 2015 and ISO 14001 (HSC) certification. BEML has its own world-class composite R&D establishment for Design & Development of products. The Company has a nationwide Marketing Network and an International Business Division for Exports activity. Details of the BEML Ltd is available on www.bemlindia.in.

BEML Ltd, H&P Division engaged in business of Manufacturing of Transmissions, Axles and other Hydraulic Aggregates pertaining to Mining & Construction and Defence.

Over the years, BEML H&P Division has successfully supplied various aggregates to Defence Sector. Currently H&P Division is executing many orders to MOD.

The basic methodology that is being considered for Production of HPS ASSLY Assembly activity is through "Industry partner" or through "Consortium of industries with Lead partner".

BEML Ltd is inviting Expression of Interest (EOI) from Indian industry partners, who would be responsible for realizing and delivering end-to-end HPS ASSLY Assemblies.

2. OBJECTIVE & PROCESS INVOLVED

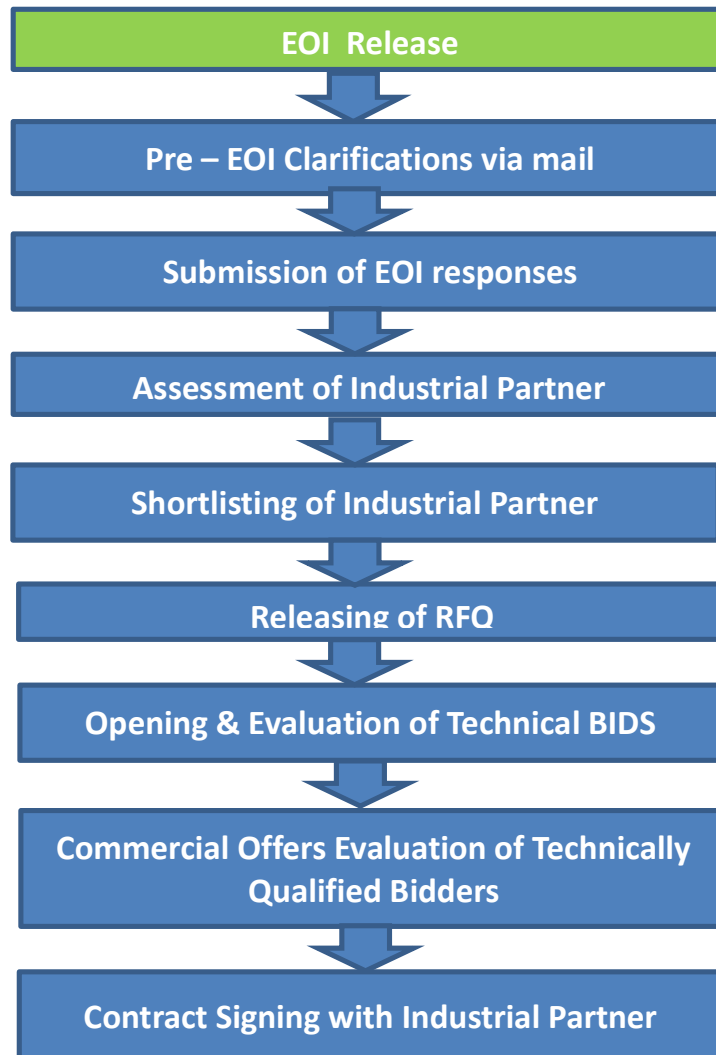
BEML is seeking Industrial partners with proven & registered companies proficient in execution of projects involving Casting & Forging machining, Assembly and Sub – Assembly Integration etc. on turnkey basis, with the objective to enable the Indian Industries to scale up manufacturing base to meet the growing demands of Indian MoD.

MAJOR HIGHLIGHTS:

- 2.1.** The scope of the present EOI is to realize Manufacturing of HPS Assembly through "Indian industry partner/consortia". The tenure of the contract will start from the time contract is awarded till the execution of the complete order.
- 2.2.** BEML is releasing the EOI to invite responses from potential party / parties who would end-to-end realize the Manufacturing of HPS ASSLY including purchase of raw materials, manufacturing, assembly and supply of aggregate for further testing at BEML.
- 2.3.** "Industrial partner/consortia" so formed shall procure components like casting, forging, seals valve and machining of parts from the BEML authorized suppliers.

- 2.4. For Manufacturing and supply of HPS Assembly, “Industry partner/consortia” need to utilize their own existing / established facilities.
- 2.5. A Pre-EOI clarification on Expression of Interest (if any) will be provided through email. The interested Parties should submit EOI queries on or before 05/12/2023 to hmv@beml.co.in / dem@beml.co.in for clarifications.
- 2.6. Party/parties should execute NDA, NCA agreements on a Rs. 200 e-stamp paper with BEML (Formats enclosed at Annexure 4 & 5) and submit the same along with this EOI.
- 2.7. EOI documents will be scrutinized by committee and BEML team will access the industrial partner before shortlisting the Party/parties.
- 2.8. RFQ documents will be issued only to shortlisted Party/parties.
- 2.9. Shortlisted Party/parties will be permitted to visit BEML Ltd. on prior appointment to see the aggregate and understand the criticality of operations, which would enable them to submit the offer against RFQ.
- 2.10. After evaluation of RFQ, order will be placed.

AHSU Assembly project Milestones



3. EOI RESPONDEES – MINIMUM ELIGIBILITY CRITERIA

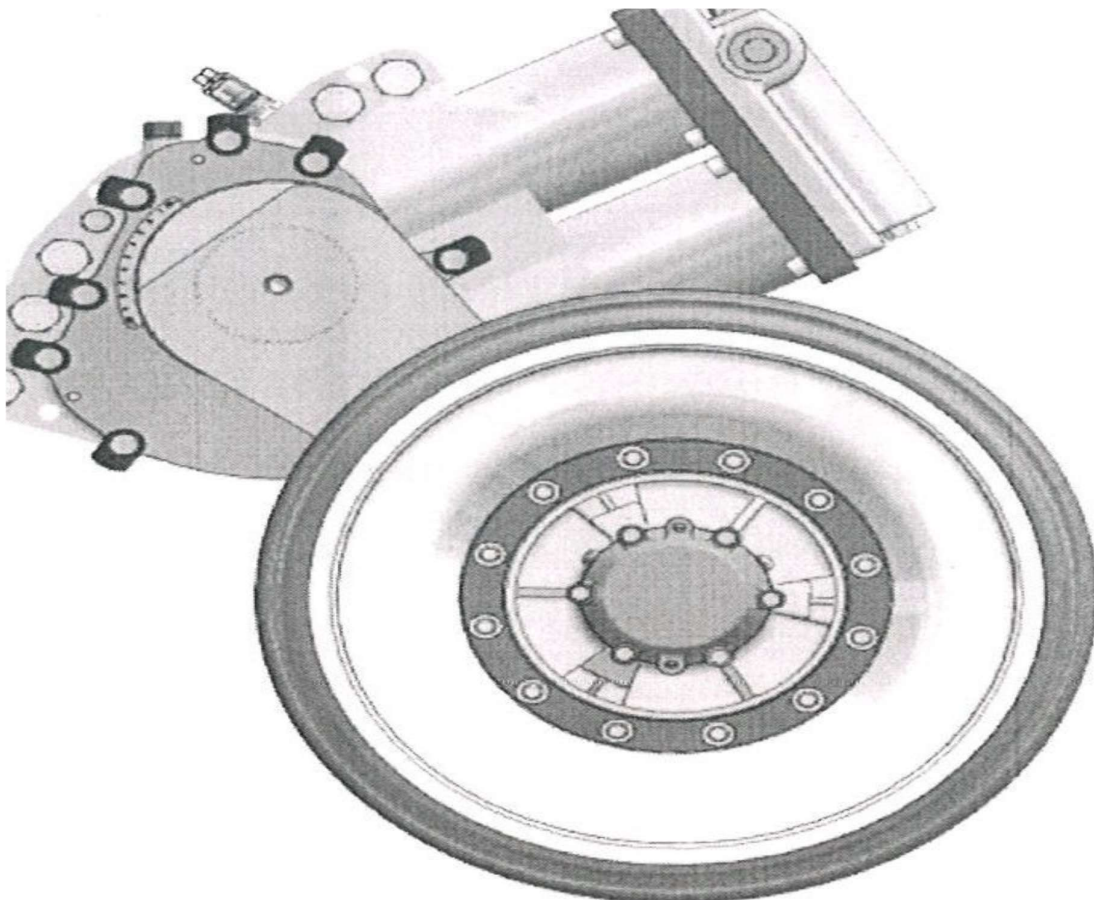
The Industry partner/consortia who propose to respond to the EOI for production of HPS Assembly shall meet the requirements towards:

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

4. HPS CONFIGURATION

BEML Limited, a PSU under the Ministry of Defence (MoD), Govt. of India, is involved in the Development of Hydro Pneumatic Suspension Unit.

One of the important & dynamic sub-system of ARGV is HPS, which was designed and developed to the new configuration to support the higher static load , externally mounted suspension provides vehicle springing & damping for vertical acceleration which provides bounce and rebound shock absorbing capabilities.



Main components of HPS ASSEMBLY are manufactured out of following items:

SI NO	MATERIAL GROUP	NOS.	REMARKS
1	CASTING	7	
2	FORGING	6	
3	BAR STOCK	2	
4	BOUGHT OUT	76	BOLTS, WASHERS, O RINGS, CIRCLIPS, SHIMS, SPRINGS, SEALS
5	IMPORTS	4	BEARINGS
6	MANUFACTURING	17	
7	OIL & GREASE	3	
TOTAL		115	

5. PRE – QUALIFICATION OF INDUSTRIAL PARTNER

Industrial Partner shall fulfil the following criteria while submitting the proposal.

- 5.1 Proposal shall be submitted by Manufacturer only.
- 5.2 Firm who have supplied / similar types of Hydro-pneumatic Suspensions will be preferred.
- 5.3 Firm shall have the certification for the latest Quality Management System.
- 5.4 Companies currently blacklisted by any Indian Govt. Agency are ineligible for participation. Any such information not disclosed but revealed at a later stage, BEML shall recover funds as per the prevailing deposit rates of RBI.

6. RESPONSIBILITY OF INDUSTRIAL PARTNER / SELECTED PARTY

- 6.1 Procurement of raw materials for manufacturing of HPS Assembly like casting, forging ,special seals, valves, hardware's from list of approved vendors furnished by BEML only.
- 6.2 Vendor shall manufacture and supply HPS Units as per BEML Drawings, Technical Specification, ATP & QAP.
- 6.3 Raw material Testing, Inspection of sub-assemblies and Qualifying the HPS Assembly as per Quality Audit Procedures (QAP) finalized by BEML. Quality Audit & Quality Assurance at defined stages.
- 6.4 The vendor shall be responsible to associate during testing and qualifying the suspension at BEML.

7. RESPONSIBILITY OF BEML LTD.

- Complete set of HPS Assembly drawings, its component manufacturing drawings and Casting and Forging drawings shall be provided by BEML.
- Acceptance Test Procedure for the HPS Assembly and sub-assembly, Test report format shall be provided.
- Quality Assurance Plan shall be provided for the HPS Assembly, sub-assembly level, Castings, Forgings and manufacturing components.

- The approved vendors list for Castings, Forgings and other critical bought out items shall be provided by BEML.
- All castings, Forgings, bought out items and manufacturing parts to be inspected by BEML before assembly and also shall co-ordinate the inspection activity with authorized third party/BEML Customer at vendor premises.
- The T-Damper Assy. manufactured at vendor premises to be tested at BEML facility as per ATP/QAP.
- The pressure testing, Mechanical testing and Stroke Testing of HPS Assembly shall be carried out at the AHSU test rig at BEML as per ATP/QAP.
- The Load testing (Static & Dynamic) of HPS Assembly to be carried out at BEML Test Rig as per ATP/QAP.

8. GENERAL TERMS & CONDITIONS

The general terms & conditions for responding to this EOI are provided at **Annexure-3** for information.

9. EARNEST MONEY DEPOSIT (EMD)

1. Selected party/parties should submit EMD, the value of the EMD will be suitably indicated at the time of RFP, should be made through Bank Guarantee in favor of "BEML Ltd" to participate in RFP.
2. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
3. 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.
4. For the Selected Party: The EMD of the Selected Party would be returned without interest upon submission of Performance Bank Guarantee by the Selected Party.
5. 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

Manufacturing & Supply of HPS ASSLY EOI response format and checklist is provided at **Annexure-2**

11. AGREEMENTS TO BE EXECUTED BY INDUSTRIAL PARTNER

1. All documents prepared for fabrication, assembly, integration, test procedures, log books, drawings, schematics and any other communication, codes revealed during the production of HPS ASSLY will be the exclusive property of BEML Ltd and Selected Party shall have no right or claim whatsoever on them.
2. 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 Ltd. and the Selected Party shall adhere to strict confidentiality.
3. Party / parties should execute NDA, NCA agreements on Rs. 200 e-stamp paper with BEML to obtain Specific technical information and drawings related to HPS ASSLY.

I. NON-DISCLOSURE AGREEMENT (NDA) format enclosed at **Annexure-4**

II. NON COMPETITION AGREEMENT (NCA) format enclosed at **Annexure-5**

EOI RESPONDEES - Experience, Minimum infrastructure & Financials

SL.NO	CRITERIA	Party Compliance (YES*/NO)
1.	<p>Firm must be registered in India as required by law with minimum three 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 per Annexure - 2 (S.No.1)</p>	
2.	<p>Firm shall have machining facilities, Assembly facilities & Inspection facilities to manufacture & assemble of HPS Assembly.</p> <p>Firm shall submit list of machineries , manufacturing , material handling facilities with specifications, brochures etc. as per Annexure - 2 with respect to Sl. No. 2</p>	
3.	<p>Firm should submit the area of the shop floor facility available to carry out manufacturing & Assembly.</p> <p>Submit plant layout, infrastructure etc. as per Annexure-2 (Sl. No. 2)</p>	
4.	<p>Firm should be certified for latest Quality Management System</p> <p>Firm should submit an ISO 2015 - Certification -as per Annexure-2 (Sl. No. 3)</p>	
5.	<p>Party who have experience in manufacturing of suspensions / similar projects which involve procurement of casting, forging, raw materials and convert into finished parts required for Assembly, valves & critical seals etc. with established quality control systems in last 03 years are preferred.</p> <p>Firm should submit a copies of POs/ Work order/MOM/Contracts executed by the firm, as indicated in Annexure-2 (Sl. No. 4)</p>	
6.	<p>Firm should submit the Manpower details as per format indicated at Annexure-2 (Sl. No. 5) for assessment.</p>	
7.	<p>Firm should submit, signed copies of Non-disclosure Agreement (NDA), Non-Competition Agreement (NCA) on Rs. 200 e-stamp papers. Sample formats are enclosed at Annexure 4 & 5 respectively.</p>	

Annexure -1

S.N	CRITERIA	Party Compliance (YES*/NO)
8.	BEML will access the existing manufacturing facility of a potential firm. Firm may indicate outsourcing of components for operations / special process with prior approval from BEML.	
<u>FINANCIALS</u>		
1.	Min. Average annual turnover for last 03 financial years should be more than 75 Lakhs , ending 31.03.23 Firm should submit an Auditor certified statements for the last 03 year as per Annexure-2 (Sl. No. 7)	
2.	Credit rating: Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31.03.2023 from CIBIL or equivalent credit agencies Firm should submit an credit rating certificate from CIBIL or equivalent credit agencies	
3.	Net worth (Assets-Liabilities) of firms, ending 31.03.2023, should not be less than 3 crores.	
4.	Insolvency : Industrial partner should not be under insolvency resolution as per IBC	

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

Instructions to EOI responders, Constitution of Industrial partner /Company

- EOI is governed by **Public Procurement – Preference to Make in India Policy**: The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issue by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.P-45021/2/2017-B-E-II dt 15thJune 2017. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>
- EOI should be prepared and submitted by the Eligible Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested by the Authorized Signatory) by the Eligible Bidders. For purposes of interpretation of the documents, the English translation shall govern.
- 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 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.
- 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.
- Parties should be capable to furnish EMD & Bank guarantees.

EOI RESPONSE FORMAT & CHECKLIST

{With Cover Letter in Company letterhead}'

EOI RESPONSE FORMAT

To,
H&P Division
BEML Limited
KGF – 563 115

Dear Sir,

Ref.: Expression of Interest for “Manufacturing of HPS Assembly by Indian Industry”

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 :		

Annexure - 2

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 EOI for " HPS" is authorized to do so and bind
the company by authority of itsboard / governing body.

(Company Seal)

Date :

Signature :

1. GENERAL DETAILS OF THE PARTY

a)	Name of the Party	
b)	Year of Establishment	
c)	Core capabilities of the Party	Brief profile of the Party not more than 2 pages
d)	Head office location and address with contact number & email id:	
e)	Local address in Bangalore, if any, with contact number & email id:	
f)	Addresses of manufacturing and/or operational setup in India (Highlight the address where BEML representative will visit for audit)	1. --- 2. --- 3. ---
g)	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. Infrastructure Capabilities

a. Preferred In-house Machining facility required at Industrial partner premises

Sl. No	Preferable Machine Facility	Size in mm
1	Centre lathe	Swing 440
2	CNC Turn Centre - Horizontal	Swing 185
3	CNC Turn Centre - Horizontal	Swing -700
4	Radial Drilling Machine	Solid Drill Capacity -60mm
5	CNC Machining Centre- Horizontal	Table -600x600
6	CNC Machining Centre-Vertical	Table 600x600
7	Gear Shaper	1. Max. Pitch Dia. External-500 2. Max. Pitch Dia . Internal : 500
8	Universal Cylindrical Grinder	Swing 350
9	Internal Cylindrical Grinder	Swing 560
10	Honing Machine- Internal	1.Max Honing Dia.150 2.Storke : 700
11	Heat Treatment	High Heat Furnace for Quench & Temper

b. Infrastructure for assembly of AHSU

1.	Covered Hanger facilities in Sq. meters	
2.	Suitable Material handling facility	

Note :

*Photographs / Brochure of plant layout to be enclosed at **Appendix-B:**

3. Quality Management - (QH to review & confirm the requirements)

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)	Vendor management	Implementation software tools like Enterprise Resource Planning - ERP, Supply Chain Management – SCM, Vendor Management – Preferred.

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

- I. ISO certificates or equivalent

4. Experience

In case the Party has/had any Purchase order/work order/Satisfactory Order Execution Certificate /MOM/Contract value greater than or equal to Lakhs for last 3 years in the field of manufacturing of supply of Aggregates , provide the details in the specified format for each work order.

Purchase Order-1

Name of the Industry	
Scope of Work	
PO Date	
Present Status of the PO	
Application**	
Manufactured Item/ Component details Weight (in Tonne), Length & Width (in m)	
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

** Mention Aggregates which are required for RG System of Arjun MBT.

Purchase Orders (use above table format)

Commercial Sector: Are you an offset Partner/subcontractor to any foreign Industry(Prime contractor)?

If yes, provide the details of offset partner as follows.

Sl 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: Enclose following documents at **Appendix-C**

- I. The Copies of above Purchase orders

5. Manpower

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

SN	Streams / Discipline	Machining	Fabrication	Quality	Maintenance
1.	Engineers				
2.	Supervisors				
3.	Technicians				
4.	Qualified welders				
5.	Fitters				
Total manpower					

- Mention the levels of technical hierarchical structure (from entry level to highestcadre) of your organization.

6. Consortium

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			

7. Financial Details:

Financial Information of Vendor / Lead Vendor

Heads	FY 20-21	FY 21-22	FY 22-23
Turnover (Rs. In Crores)			
PAT, profit after tax(in INR Crores)			
% of Revenue from Defence Landsystem sector Segment/Unit			
Net worth			
Share Capital			
% of shareholding by Indian			
% of shareholding by Foreign			

Provide the Shareholding 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-E**

- I. Auditor certified statements for the last three years FY2020-21, FY 2021-22 & FY 2022-23, (please provide the profit and loss statement and balance sheet). Unaudited certified statements certified by the company auditors for the latest year. Certification by the company auditors supporting therevenue breakup.

EOI RESPONSE FORMAT CHECKLIST

The response should be submitted as an EOI, as a collation of the following table of contents, in the enclosed format, clearly providing the details with documentary proof/supporting documents as Annexure. 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 EOI document. All these inputs may be furnished in MS word document.

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

Sl. No	Contents	Page No
1.	Covering Letter	
2.	General Details of Vendor	
3.	Infrastructure Capabilities	
4.	Quality Management	
5.	Experience in Manufacturing of Suspension	
6.	Vendor Expert Manpower	
7.	Consortium details, if applicable	
8.	Financial Details	
List of Annexure		
a)	Appendix- A: Enclose Company registration certificate and profile	
b)	Appendix- B: Infrastructure and manufacturing facilities, brochures	
c)	Appendix- C : Quality Certification copies	
d)	Appendix- D : Copies of PO/Work order / Contracts	
e)	Appendix- E: Auditor certified statements for the last three year FY 20-21, FY 21-22, FY22-23. Credit rating certificate from CIBIL or equivalent credit agencies	
f)	Appendix- F I. Non-disclosure Agreement (NDA), Non-Competition Agreement (NCA) on Rs. 200 e-stamp papers, signed copies of the document. II. 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. b) Not been blacklisted by any Central/ State Government Department/ PSU/ Govt. Undertakings/Central Government funded organizations/State Government funded organizations/ World Bank	

Note: EOI to be submitted online through email- bemleoi@beml.co.in stating compliance to each points, along with the enclosures, super scribing "Expression of Interest for Manufacture & Supply of HPS Assly."

Annexure 3

I. GENERAL TERMS & CONDITIONS

1. This EOI document for "Manufacture & Assembly of HPS" by the selected Party does not have any relation with respect to the previous EOI / RFP floated for similar activities.
2. 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.
3. 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 Pre- EOI Conference.
4. Timeline and sequence of events resulting from this EOI shall ultimately be determined by BEML.
5. 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 / herself as to all existing terms and conditions.
- 6. The Party shall compulsorily fill up the Response format and compliance matrix with all supporting documents as per Annexure-2 to this EOI document.**
7. Experience of handling CQA / DGQA inspection agencies independently is preferred
8. The EOI and all correspondence and documents shall be written in English.
9. The Selected Party shall be prepared to allocate number of resources required for realization of the work during different phases with necessary technical capabilities.
10. Minor re-work and testing thereon required due to the fault of the Selected Party, such re-work and testing shall be done by the Selected Party without any financial implications to BEML. Any costs following rejection of the system, sub-system, component, material shall be borne by the Selected Party to qualify the system for further processing.
11. The Selected Party will be required to strictly adhere to the general work rules, procedures and office timings followed at the respective BEML center where ever the Selected Party's staff is deployed.
12. The personnel of Selected Party must adhere to all the safety guidelines while handling equipment, machinery, flight components etc. All the safety gadgets procurement and issue shall be within the scope of the work of the Selected Party.
13. 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.
14. Party/ parties can refer BEML Purchase Manual from website (www.bemlindia.in) for BEML GENERAL PROCUREMENT TERMS & CONDITIONS.



NON – DISCLOSURE AGREEMENT

BETWEEN

BEML LIMITEDKGF

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 this.....day of20_at by 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 _____ Unity Buildings, Bengaluru 560 002, represented by its Mr (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 at represented by its Mr. (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**”.

Annexure - 4

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, Industrial Partner is engaged in the business of (incorporate the details of business of the party) etc. and

WHEREAS, BEML had submitted Techno-commercial offer for a qty of 79NOS of HPS and the Order is RELEASED from CVRDE ,Chennai and BEML proposes to execute this order on a Turn Key basis with an Industrial partner (the Project). In this regard, BEML floated Expression of Interest (EOI) to identify the Industrial partners.

WHEREAS, the Industrial Partner has agreed to perform its scope of work relating to the Project, in accordance with the EOI. As per EOI the Industrial partner is required to execute NDA to obtain Specific technical information and drawings related to HPS Assly, which is proprietary of BEML.

WHEREAS, 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 Projects..

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 recognize 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 Projects. The information

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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 Purpose 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.

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- 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 summarize 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 recognizes that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorized 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 unauthorized 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.
 - 4.1.6 The Receiving Party must not disclose any Confidential Information to any third party except that the Receiving Party may disclose the Confidential Information to:
 - 4.1.7 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

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(the "**Representatives**"), on a 'need to know' basis for the purpose of this NDA.

- 4.1.8 Any other party with the Disclosing Party's prior written consent.
 - 4.1.9 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.
- 4.2 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,

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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 minimize 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 Two (02) 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) by either party by giving 90 days written notice to the other with or without attributing reasons.
- (e) 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

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Conciliation Act, 1996 and Rules, if any, framed thereunder from time-to-time. The place of Arbitration shall be at Bengaluru 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.

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,

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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.

12.6 FINAL PROVISION: This NDA is solely between BEML and and Government of India is not a party and shall cast any obligation on it. (This clause is mandatory if the Industrial partner is a foreign entity)

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 :

1.

2.

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NON – COMPETITION AGREEMENT

BETWEEN

**BEML LIMITED
BANGALORE**

AND

.....

.....

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

NON COMPETITION AGREEMENT

This Non-Competition Agreement (hereinafter referred to as "**AGREEMENT/NCA**") is made and executed on this the day of at Bengaluru BY 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 _____ Unity Buildings, Bengaluru 560 002, represented by its Mr. (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 at represented by its Mr. (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**".

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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, Industrial Partner _____ is engaged in the business of
..... (incorporate the details of business
of the party) etc. and

WHEREAS, BEML had submitted Techno-commercial offer for a qty of 79nos of _____ of HPS Assly - and the Order is received from CVRDE ,Chennai and BEML proposes to execute this order on a Turn Key basis with an Industrial partner (the Project). In this regard, BEML floated Expression of Interest (EOI) to identify the Industrial partners.

WHEREAS, the Industrial Partner has agreed to perform its scope of work relating to the Project, in accordance with the EOI. As per EOI the Industrial partner is required to execute NCA.

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 its a scope as per EOI which are exclusively manufactured to the designs and specifications of BEML.

In pursuance of the placement of the above contract on the Industrial Partner, the Industrial Partner the hereby agree and undertake not to directly or indirectly quote or supply for the Project to any other parties in India and compete with BEML and as such the Industrial Partner is prohibited to directly or indirectly quote or supply the Project specified in the instant Agreement/EOI. In contravention of this term, if the Industrial Partner competes with BEML, BEML would, after giving a reasonable opportunity to explain such breach, be entitled to levy a penalty to the extent of loss occasioned to BEML.

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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 of _____ years from the date herein 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. The place of Arbitration shall be at Bengaluru and the Arbitration proceedings shall be conducted in English Language

Courts at Bengaluru shall alone have sole jurisdiction to entertain, try and adjudicate all disputes arising out of this agreement including the Award of the Arbitral Tribunal.

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

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

For M/s. BEML LIMITED

For/Industrial Partner

Witness:

1.
2.