

बीईएमएल लिमिटेड BEML LIMITED

(रक्षा मंत्रालय के अधीन भारत सरकार की मिनी रत्न कंपनी)

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

बेमल सौधा, 23/1, चौथा मेन, एस आर नगर, बेंगलूर 560 027

BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore 560 027.

दूरभाष Phone : 080 – 22963162, 22963209

ई-मेल E-mail : cmdm@beml.co.in

GLOBAL TENDER NOTICE

Tender ref: CMDM/Armour Body Kit-LAPC/2019-20 Date: 31.08.2019

Sub: Request for proposal for Armour Body Kit for Light Armoured Personnel Carrier (LAPC).

BEML Ltd, a Multi-Technology, Multi Location Mini Ratna Category-I company under Ministry of Defence has been the forerunner to any needs of nation all round development. BEML offer high quality products for diverse sectors of economy such as Coal, Mining, Steel, Limestone, Power, Irrigation, Construction, Road building, Aviation, Defence, Metro and Railways. It has maintained consistency in its growth and has emerged as forefront in heavy engineering industry in a span of over four decades.

BEML Ltd is inviting the Global Tender under 2 bids (Technical & commercial) for Armour Body Kit for Light Armoured Personnel Carrier (LAPC) as per Procurement Technical Specifications (PTS) document No. GA/3048(a)/LAPC/PTS/1077/Rev 1.0 dated 08.08.2019.

Interested parties may please log on to BEML website www.bemlindia.in and/or **CPP portal** for the complete scope of supplies and the procedure for submission of tender for consideration of BEML.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website www.bemlindia.in and/or **CPP portal**. No separate advertisement shall be published in the Newspaper in this regard.

The last date for submission of tender is on or before IST 14.00 Hours of 30th September 2019.

**Sd/-
Dy. General Manager
Corporate Materials(Defence)**



Enclosure to Global Tender: CDM/Armour Body Kit-LAPC/2019-20 dt. 31.08.2019

ARMOUR BODY FOR LIGHT
ARMoured PERSONNEL
CARRIER (LAPC)



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Form No. 8205350535-General Terms & Conditions	Consisting of 15 pages



TERMS & CONDITIONS

1. The tender consists of : -
 - a) **Part I** - Pre-Qualification Bid – **To be submitted through sealed cover**
 - b) **Part II** - Technical Bid - **To be submitted through sealed cover**
 - c) **Part III** – Commercial Bid - **To be submitted through sealed cover**
2. Pre-qualification bid (Part I), Technical Bid (Part-II) and Commercial Bid (Part III) are to be submitted **manually through sealed covers to reach the address mentioned below on or before the closing date & time of the tender:-**

**Deputy General Manager
Corporate Materials (Defence)
BEML LIMITED.,
Room No.225
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India
Email: cmdm@beml.co.in
Telephone: +91 80 22963162/209**

2.1 Part I - Pre-Qualification Bid:

It consists of duly signed Integrity Pact as detailed below:-

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

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

Only those vendors / Bidders who have entered into an Integrity Pact with the BEML would be eligible to participate in tendering. The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-J** and same has to be duly filled and signed with seal by the **Bidder**.



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

Shri Ajai Kumar
2601, Tower – C
Ashok Tower, Parel
Mumbai – 400 012
Ajai.kumar3@gmail.com
Mobile no. 9619272893

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

The envelope containing above said Integrity Pact shall be duly superscribed at the top of the envelope with the tender ref. **CMDM/Armour Body Kit-LAPC/2019-20 dated 31.08.2019, Closing date 30.09.2019 and time IST 14:00 Hours** and the words **"PRE-QUALIFICATION BID"** to be written in bold letters and sealed. The name and address of the Bidder shall be written on the left hand bottom corner of the envelope.

Pre-Qualification Bid have to reach the address as mentioned above at Point 2 (page No.4) on or before the closing date & time of the tender:-

Those Bidders who have not submitted **Pre-Qualification Bid before the closing date & time of the tender, their tender will be rejected.**

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

3. This tender form is not transferable under any circumstance.
4. All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.
5. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
6. **The Bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document and shall also affix seal and sign. No corrections/ revisions will be entertained after closing date and time of tender.**



7. Other Terms & Conditions:

7.1 The '**Pre-Qualification Bid**' shall be opened at **IST 15:00 Hours** in Corporate Office **on the tender due date** in presence of the Bidders or their authorized representatives who wish to be present. Also Technical Bids shall be opened at **15:00 IST Hours on the tender due date**. Technical bids of only those Bidders shall be considered for evaluations who are meeting the pre-qualification criteria.

7.2 The 'Price bids' shall be opened in respect of only those Bidders who, after technical evaluation are found technically qualified by technical committee constituted for the purpose.

7.3 The date & time of opening of Price bids will be conveyed to the technically qualified Bidders separately and will be opened in presence of the Bidder or their authorized representative who wish to be present.

7.4 Fax/email quotations are not acceptable.

7.5 BEML reserves the right to accept or reject any bid without assigning any reasons thereof.

8. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the Newspaper in this regard.

9. PART-II Technical Bid:

The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document. All the documents being submitted by the tenderer, to be self-certified with Company seal.

No corrections/ revisions will be entertained after closing date and Closing time of tender.

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.

(A) Mandatory Clauses :-

Sl. No	Tender Conditions	To be Filled and documents to be enclosed wherever required
1	The Armouring firm should have prior experience for armoring upto NATO STANAG Level II for both ballisitic and blast or Technological tie up / JV with a reputed international company having relevant experience upto NATO STANAG Level II for both ballisitic and blast	Relevant documents to be attached



2	In house Design and Simulation studio with Catia / Solid Works etc. for 3D design facility with qualified engineers for designing the armoured vehicle	Relevant documents/copy of valid license to be attached
3	Company should have adequate Automobile background with HMC / VMC machining facilities for manufacturing different parts, hinges, etc. for the fabricated capsule.	Document / photographs to be enclosed
4	In house testing facility such as hardness, Hinge strength, welding strength, leakage test (rain test) should be there with the vendor	Relevant documents to be provided.
5	Weight of the fully finished Armored body should be within 6500 Kgs± 5%	Design calculations to be attached
6	Successful Bidder has to furnish Bank guarantee for 10% of the PO value (As per Annexure-G) at the time of placement of order and should be valid for 60 days beyond warranty period	Acceptance letter to be enclosed.
7	Whether blacklisted by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency in India / abroad.	Please print the text as per Annexure-H on your letter head and enclose the same duly signed with company seal by the bidder.

Note: - If the Bidder is not complying with the mandatory clauses then their offer will be summarily rejected.

(B) Informative Clauses

Sl. No	Tender Conditions	To be Filled and documents to be enclosed (during bidding) wherever required
1	Material test reports	Material test reports to be submitted from NABL/International accredited labs
2	Ballistic/ Blast certificates	Certificate of conformance & Design reports to be provided
3	Name of the firm, a brief profile, contact person, address, Telephone, Fax & email to be furnished.	Document indicating the details to be attached.
4	Authorized signatory for the tender shall be the person holding ' Authorization Letter from Company ' on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded. The authorization letter to be issued in Company's letter head duly certified by Competent Authority.	Authorization Letter to be enclosed.



5	<p>In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letter head and upload.</p>	<p>If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and enclose. If nothing is declared then it will be presumed that there are no litigations, arbitration cases.</p> <p>If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the Bank Guarantee.</p>
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Note: No price details to be given in the Technical Bid. Technical Bid which includes pricing will summarily be rejected.

The envelope containing the Technical bid shall be duly superscribed at the top of the envelope with the tender ref. **CMDM/Armour Body Kit- LAPC/2019-20 dated 31.08.2019, Closing date 30.09.2019 and time IST 14:00 Hours** and the words **"TECHNICAL BID"** to be written in bold letters and sealed. The name and address of the Bidder shall be written on the left hand bottom corner of the envelope.

The Technical bid has to reach the address as mentioned above at Point No. 2 (page No.4) on or before the closing date & time of the tender:-

10. Part III Commercial Bid :-

10.1 Price:

i. Quote required for the following:

SI No	Description	Qty
1	Armour body for LAPC	01

ii. L1 will be arrived on Landed Cost basis.

iii. In case of bids involving foreign exchange, the exchange rate variation for evaluation of tender shall be considered on the date of opening of Commercial bid. Source: - website Central board of excise and customs notification (CBEC).

iv. Price quoted shall be firm during the pendency of the contract.

10.2 Price Validity: The quoted price should be valid for 180 days from the date of opening of the commercial bid.

10.3 Delivery schedule: Quote should also indicate the Minimum lead time.



10.4 Terms of Dispatch:

- i. **F.O.R , BEML Ltd, KGF (For Indian Suppliers)**
- ii. **Incoterms FOB (For Foreign Suppliers)**

11. Inspections and Clearance: As per PTS document

12. Terms of Payment:

- i. In case of Domestic Supplier Standard Payment term of BEML is: Payment will be made on 60th day from the date of receipt of the goods at BEML stores for accepted quantity against original Invoice and inspection documents. Bidders shall submit their invoice to BEML's designated location with Stores acknowledgement for the goods detailed in the invoice.
- ii. In case of Foreign Supplier Standard Payment term of BEML is: 100% by an irrevocable Letter of Credit in favour of supplier payable on 60th day from the date of shipment.
- iii. In respect of Micro and Small Enterprises as classified under Micro Small and Medium Enterprises Development Act 2006, the payment term shall be:
When there is an agreement in writing, payment shall be made on or before the date agreed upon between BEML and the Vendor. However, the period agreed upon between BEML and MSE (Micro and small Enterprises) Vendor shall not be exceed 30 days from the day of acceptance or the day of deemed acceptance (vide MoD ref MoM dated 8th August 2016).

The envelope containing the Commercial bid shall be duly superscribed at the top of the envelope with the tender ref. **CMDM/Armour Body Kit-LAPC/2019-20 dated 31.08.2019, Closing date 30.09.2019 and time IST 14:00 Hours** and the words "**COMMERCIAL BID**" to be written in bold letters and sealed. The name and address of the Bidder shall be written on the left hand bottom corner of the envelope.

The commercial bid **has to reach the address as mentioned above at Point No.2 (age No.4) on or before the closing date & time** of the tender:-

13. The quotation should be completed in all respects and free from ambiguity. Deviations if any should be clearly highlighted with necessary clarification. Offers shall comply with all the technical and commercial requirements otherwise the offer is liable to be rejected.

Thanking you,

Yours Faithfully,

For BEML Limited
Dy. General Manager
Corporate Materials (Defence)
Telephone: 080-22963162/209
Email: cmdm@beml.co.in



PART-I General Information and Instructions

1. Place of Opening of the Bids: BEML Ltd., Corporate Materials, BEML Soudha, Bangalore.

The Bidders who wish to be present may depute their Authorized representatives, duly authorized in writing to attend the Technical bid opening on the due date and time. Such authorized representatives should carry their acknowledgement as a proof for their online bid submission. Technical bid opening date will not be postponed due to non-presence of your representative.

2. Validity of Bids: The Bids should remain valid for 180 days from the date of opening of the tender.

3. Modification and Withdrawal of Bids: No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.

4. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summarily rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify your Bid.

5. Bidders must submit Quotation pertaining to them only. If any vendor willing to submit on behalf of his principle, may please do so by attaching an authorized certificate from the principle vendor.

6. Undertaking from the Bidders: Bids of debarred/blacklisted firms will not be considered for evaluation. Also bidder should furnish that the firm has not been black listed in India or abroad by any government. Firm shall submit the undertaking as per **Annexure-H**.

An undertaking will be obtained from the Bidder / firm / company / vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence /Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

7. This tender is governed by the General terms & conditions of BEML as detailed in Form No. 8205350535.

Part-II Special Terms and Conditions



The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer.

1. Performance cum Warranty Bond:

The Seller shall be required to furnish a Performance cum Warranty Bond (shall be submitted at the time of release of contract or supply order) by way of Fixed Deposit Receipt / Bank Guarantee (BG), in favour of "BEML Limited, KGF" for a sum equal to 10% of the Contract value (excluding taxes). The Bond submitted by way of Fixed Deposit Receipt / Bank Guarantee (BG) should be valid up to 180 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of performance bank guarantee is as per the attachment at **Annexure-G**.

"The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract are not fulfilled by the Seller."

2. Documents to be Furnished for Claiming Payment

- (i) The payment of bills will be made on submission of the following documents by the Seller to the Buyer as applicable:
- 1) The satisfactory report of milestone activity to be completed and certified by BEML R&D.
 - 2) Ink-signed copy of Commercial Invoice / Seller's Bill.
 - 3) Guarantee/Warranty Certificate - only for final Bill.
 - 4) Performance Bank Guarantee.
 - 5) Details for electronic payment viz. Bank name, Branch name and address, Account Number, (if these details are not already incorporated in the Contract).
 - 6) Original copy of the Contract and amendments thereon, if any.
 - 7) Any other document/ certificate that may be provided for in the Contract.

3. Force Majeure Clause:

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.



- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

4. Arbitration: Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

5. Terms of Delivery:

The delivery of goods/services shall be on FOR BEML, EM Division, KGF basis.

Or

Based on advice from BEML delivery of goods and services are to be adhered from time to time.



6. Packing and Marking Instructions:

- a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force.
- c. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
 - i) Part Number :
 - ii) Nomenclature :
 - iii) Contract annex number :
 - iv) Annex serial number :
 - v) Quantity contracted :
- d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e. The Seller shall mark each package with indelible paint in English language as follows:-
 - i) Contract No. _____
 - ii) Consignee _____
 - iii) Port / airport of destination _____
 - iv) Ultimate consignee _____
 - v) Package No. _____
 - vi) Gross/net weight _____
 - vii) Overall dimensions/volume _____
 - viii) The Seller's marking _____



- f. If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

7. Claims:

- i) The quantity / Service claims for deficiency of quantity / service and / or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of / delivery.
- ii) The Seller shall collect the defective or rejected goods/services from the location nominated by the Buyer and deliver the repaired or replaced goods / service at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

8. Warranty:

The supplier should provide a warranty of 10 years for BP metal/composite material parts and 05 years for BP Glass for BP properties. As far as the visibility criteria of the BP Glass are considered, it should be minimum 70% visibility. Supplier shall submit a certificate from the accredited labs to the effect that the BP glass has got a minimum visibility of 70%. The firm has to guarantee that in case the visibility of the BP glass does become less than 70% within a period of 3 years without the BP glass having suffered any visible mechanical damage, the firm replaces the BP glass at free of cost excluding wear and tear.

Warranty conditions must be fully described, including period on corrosion free for climatic / tropical condition.

All metal parts underneath hull should be treated against anti-corrosion.

Specify warranty on windscreen and all armoured glasses against blurring & leakage.

9. Product Support:

The OEM shall be required to confirm that he is in a position to provide product support in terms of maintenance, material, and spares for a period of minimum 15 years. The OEM must provide at least 2 Years notice to BEML before closing the production line so as to enable "LIFE TIME BUY" of all the material & spares before closure of the production line. All upgrades & modifications carried out on the equipment during the life cycle must be intimated to buyer.



10. Intellectual Property Rights (IPR):

The rights of Intellectual Property, developed under the Contract, will be the property of BEML to own the IPR specifically and exclusively created by the firm as part of the contract and the firm shall retain its own existing background IP rights with a right to BEML Limited to use such firm's rights for the purpose of exploiting the product(s) designed and developed under this contract. The firm shall also not use this product or in parts to any other third party.

11. Delivery Period:

T0 - Date of placement of PO

The following delivery scheduled is provisional and the vendor may propose his delivery schedule in the same style.

SI No.	Description	Schedule
1	Design of Armour Body Hull and submission of 3D Model to BEML	T1 = T0 + 4 weeks
2	Review, Modifications & Finalization of 3D model. And testing of samples.	T2 = BEML Feedback on 3D model + 2 weeks
3	Manufacturing of Armour Body	T3 = T2 + 4 Weeks
4	Integration of Armour Body on BEML 4x4 Chassis at BEML's premises and complete furnishing	T4 = T3 + 2 weeks

12. INCOTERMS for Delivery and Transportation:

Except as otherwise indicated in the Purchase Order, delivery shall be FOR (BEML). Trade terms such as EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

The time and the date of delivery of the stores stipulated in the PO No. shall be deemed to be the essence of the Purchase Order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the P.O. Any supplies made ahead of this schedule are liable for rejection at



the discretion of BEML. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either.

- a) To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description where stores exactly comply with the description are not in the opinion of BEML (which shall be final, readily procurable) without cancelling the P.O.in respect of consignments not yet due for delivery.

Or

- b) To cancel the Purchase Order

In the event of action being taken under (a) or (b) the supplier shall be liable for any loss which BEML may sustain on that account but the supplier shall not be entitled to any gain on purchase made against default. As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the Purchase Order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which BEML may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

13. Clarification Regarding Contents of the Bids: During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained.

Following details are also to be submitted in the technical bid:

- i. Name of the Agent or Indian Representative if any
- ii. Agency Agreement between the Seller and the agent giving details of their contractual obligation
- iii. The nature and scope of services to be rendered by the agent.



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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure J-1.
- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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



- ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.
- iii. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-contractor(s)

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

Section 8 – Independent External Monitor / Monitors

- i. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- iii. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- iv. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- vi. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, shall the occasion arise submit proposals for correcting problematic situations.
- vii. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- viii. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.



If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

- i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. Shall one or several provisions of this agreement turn out to be invalid; the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----



GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect shall be submitted by the Principal before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and Authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.



CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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

For BEML Limited

For M/s. XXXX

WITNESS:

WITNESS:

1.

1.

2.

2.

List of Items:



TENDER ACCEPTANCE LETTER
(To be submitted on Bidders Letter Head)

To,

**Deputy General Manager
Corporate Materials (Defence)
BEML LIMITED., Room No.225
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No. CMDM/Armour Body Kit-LAPC/2019-20 dated 31.08.2019

Name of the Tender: Request for proposal for Armour Body Kit for Light Armoured Personnel Carrier (LAPC).

Dear Sir,

1. I / We have downloaded / obtained the tender documents (s) for the above mentioned "Tender / Job" from the website (s) namely:
_____ as per your advertisement, given in the above mentioned website (s).
2. I / We hereby declare that I / We have read the entire terms and conditions of the tender document (including all documents i.e. annexure (s), schedule (s)), appendix (s) etc., which form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the entire terms & conditions of the tender document(s) / corrigendum(s).
5. I / We do hereby declare that our Firm / company has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



M/s. BEML Limited,
EM Division,
BEML Nagar,
Kolar Gold Fields-563115
Karnataka INDIA

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. :

Dt.

THIS GUARANTEE executed on this dayof, 2019 by(bank name) incorporated under the Banking Companies Regulations and having its registered office at, having branches among other places, (**Branch name**). (hereinafter called the “**Bank**” which expressions shall mean its successors, administrators of assignee of the ONE PART in favour of M/s. BEML Limited (a Government of India Undertaking), EM Division, BEML Nagar, Kolar Gold Fields (KGF) 563115. A Company incorporated under the Companies Act, 1956 (hereinafter called the Company which expression mean its successors, administrators and assigns) of the OTHER PART:

WITNESS AS FOLLOWS:

WHEREAS M/s, having its registered Office at hereinafter referred to as suppliers. The Company (BEML Limited) has entered into a contract with the Supplier (M/s) through Purchase Order No dated for supply of in accordance with the terms and conditions enumerated in the contract referred to above.

WHEREAS the contract stipulates a warranty clause of ONE YEAR from the date of the installation of the instrument and the SUPPLIER has agreed to execute a Bank guarantee for 10 % of the value of the contract at Rs.in instant case Rs. (Rupeesonly) towards warranty obligations.

WHEREAS the contract stipulates a warranty

ACCORDINGLY THESE PRESENTS WITNESS :

1. WHEREAS the supplier shall stand by the warranty obligations committed to the Company strictly in accordance with the terms and conditions of the contract.
2. The supplier above named shall duly perform and carryout his warranty obligations towards the Company under the contract.
3. That in consideration of the promises, the Bank, agrees and undertakes with the Company as follows :
4. That in the event of any default or Breach on the part of the supplier to perform their warranty obligations under the said contract with the Company, the above named Bank shall on demand by the Company. Pay to the Company a sum not exceeding Rs. (**Rupees**)
5. We, (Name of the Bank) lastly undertake not to revoke this Bank guarantee during his currency except with the previous consent of the Company in writing.

IT IS HEREBY expressly agreed that the decision of the Company as to whether there has been any, default or breach on the part of the supplier in the matter of performance of their warranty obligations under the contract and also in the matter of the amount payable to the Company in that behalf, shall be final, conclusive and binding upon the Bank and the Bank shall unconditionally make the payment as demanded by the Company without any,



objection or hindrance. The Bank hereby agrees that any time, indulgence or variation in the terms of contract between the Company and the suppliers and the Company shall not discharge them from their liability to any extent.

NOT WITHSTANDING ANYTHING CONTAINED HEREINABOVE:-

- 1) Our liability under this Bank Guarantee shall not exceed to Rs.
(Rupees)
- 2) This Bank Guarantee shall be valid up to (last date of the warranty period) i.e. 12 months from the date of commissioning.
- 3) We are liable to pay the Guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon a written claim or demand on or before at our branch presently situated at Bangalore, India.

IN WITNESS WHEREON the Bank has executed these presents in the presence of the witnesses attesting hereunder.

Witnesses:

- 1.
- 2.



Annexure-H

UNDERTAKING LETTER

(To be printed by Bidder on Company's letter Head)

To

Deputy General Manager
Corporate Materials (Defence)
BEML LIMITED., Room No.225
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Tender Ref No. CMDM/Armour Body Kit-LAPC/2019-20 dated 31.08.2019

Sub: - Undertaking with respect to Blacklisting / Debarment

Dear Sir,

We hereby confirm and declare that we, M/s -----,
is not blacklisted/ De-registered/ debarred by any Government department/
Public Sector Undertaking/ Private Sector/ or any other agency in India / abroad
for which we have Executed/ Undertaken the contract during the last 5 years
from the date of tender opening.

Place:

Date:

**(Signature of the Bidder)
Full name with seal**

