

Tender inviting for supply of following items

PR REF: 1200305945

I) SCOPE OF SUPPLY & SPECIAL TERMS

Ensure to indicate 8 digit HSN code against each item in your quote.

II) Price Bid Format:

SL No	Part No	Description	Qty in Nos	Unit Rate in Rs	Ext Value in Rs	GST rate in %	GST Value in Rs	Total Ext Value inclusive of GST
1	1CABLE	CABLE	10					
2	2CABLE	CABLE	7					
3	3PUSH PULL CABLE(LOCK TYPE)	PUSH PULL CABLE(LOCK TYPE)	9					
4	4CABLE ASSY	CABLE ASSY	33					
5	5CABLE ASSY	CABLE ASSY	20					
Total Value in Rs								

TERMS AND CONDITIONS: Referred below forms part of this Enquiry.

1. The tenderer's has to quote as per price bid format mentioned above and final quote will be inclusive of all taxes and duties in GeM Portal.

2.Price details should not be furnished in technical bid.

3.PRICES :: a). The Price quoted should be for Free Delivery to our spare parts stores, Marketing division, BEML KGF, Karnataka. The quotation shall be FOR BEML For evaluation the FOR PRICE only will be adopted based on duties/taxes ruling at the time of finalization of tender. However statutory levies such as GST shall be payable as per tariff ruling at the time of dispatch of the goods (For materials delivered as per Delivery Schedule in the Purchase Order).In case of delayed supplies the taxes/levies will be paid only as per the agreed PO terms. In the event of placement of order, the price quoted should be held firm till the completion of the order.

b) There will be "NO PRICE NEGOTIATIONS" if the competition is adequate, offers are technically acceptable and quoted prices are considered reasonable. Hence please quote your non-negotiable and lowest prices. Canvassing by Suppliers in any form including unsolicited letters on tenders corrections shall render their tenders liable for summary rejection.

4. VALIDITY OF THE QUOTATION: THE QUOTATION SHOULD BE VALID FOR 90 DAYS FROM THE DATE OF TENDER OPENING DATE

5. ACCEPTANCE OF TENDER: In case of the offer is acceptable, we reserve the right to order FULL / PARTIAL quantity of the items tendered. The tenderers should agree to supply

whatever quantities offered by BEML in the event of placement of order and the tenderers have no rights to insist for the tendered quantities.

6. BEML reserves the right to avail the price offered for the full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever.

7. Delivery schedule: Firm to mention delivery schedule in their quotation. Firm to mention HSN code of item clearly in the quotation.

8. Arbitration clause- In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between central Public sector undertaking enterprise (CPSEs)/Port trusts inter-se and also between CPSEs and government departments/organizations (excluding disputes concerning railways, income tax, customs & Excise departments), such dispute/difference shall be taken up by either party for resolution through AMRC as mentioned in DPE OM No.4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018

9. LD CLAUSE: Liquidated Damages and not by way of penalties will be recovered for the delayed supplies at ½ % of the price of any stores not delivered per week or part thereof, subject to maximum of 5% of the value of the order. The Suppliers may please note that in the event of placement of order on them, no refund of liquidated damages deducted due to delay in supplies will be made under any circumstances. However, extension of Delivery period may be allowed provided the reasons for delay are due to force majeure conditions.

10. TERMS OF PAYMENT: In the event of placement of order, our payment terms shall be open account i.e 100% payment shall be arranged on 60th day (FOR MSME – 45 Days) of receipt, erection & subject to acceptance of the material at site by BEML.

10A. In order to receive in time payment and C-form, it is duty of supplier to send original for buyer copy to below mentioned address. Kindly mention over envelope P.O.no. addressing to (any one of the below mentioned addresses) super scribing "INVOICE".

THE DGM PURCHASE
PURCHASE OFFICER
BEML LTD. MARKETING DIVISION,
PO: BEML NAGAR-563 115.
KOLAR GOLD FIELDS.KARNATAKA.
PH: 08153-279274
08153-279253,
Mail id:jem@beml.co.in

10B. Transporter copy and one extra copy shall be required to be sent to Marketing stores along with the consignment.

11.OUR STANDARD WARRANTY CLAUSE: Materials supplied against this order shall be NEW, Unused and free from any manufacturing defects.

12.RISK PURCHASE CLAUSE :In the event of failure of the supplier to deliver or dispatch the spares within the stipulated date/period of the purchase order, or in the event of breach of any of the terms and conditions mentioned in the purchase order, we preserve the right to purchase the spares from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from

the bills against any other supplies pending in this division and also any other divisions of BEML Ltd.

13. **SECRECY:**

a. All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of these stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b. The supplier shall not supply material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c. Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.

d. BEML shall be entitled to prevent breach of the above and to damages in case of breach.

e. Price should not be indicated in the technical bid otherwise the bid will be rejected

f. The technical bid will be opened first and after evaluating the same accordingly to our requirements and desired documents, price bid will be opened for those who qualify technically. Short documents, if any will be asked for uploading within 48 hours from the date of allowing for uploading short documents. In case short documents are not uploaded within the stipulated time, such bidders offer will be technically disqualified.

g. All documents to be signed and sealed

Special Clauses:

1. Material shall be offered for BEML inspection before dispatch.
2. Supplies shall be strictly as per BEML drawings and applicable standards.

NOTE:

(Tendered Item(s) are project items. BEML approved vendors are eligible to quote.

In case new vendors are willing to supply these item(s) may please visit our website for vendor registration and procedure as detailed in the website (www.bemlindia.in)

3. Quotes of all approved BEML vendors will be processed further and non-approved vendor will be put-up to Quality – Technical team of BEML for acceptance of quote received through GeM.
4. Any new firm interested in supplying / developing the tendered items may contact us for vendor registration as per the guide lines given in our web site www.bemlindia.in.
5. Firms participating in the tender should have successfully supplied tendered items to ALL manufacturing units of BEML Ltd

All the documents to be uploaded in GeM should be duly signed & stamped.

Thanking you
 Yours faithfully,
 For BEML LIMITED

DEPUTY GENERAL MANAGER (PURCHASE)
 BEML LTD. Marketing Division, KGF.

CHECK LIST

Bid Invitation :

Due on :

Bid No.

Bid Date.

Sl. No.	Particulars	Terms & conditions	Vendor confirmation	Remarks
1	Technical Specification	As per attachment	Agreed / Not Agreed	
2	Price Bid	As per attachment	Agreed / Not Agreed	
3	Prices offered	Firm still the completion of supply order & FOR Destination basis	Agreed / Not Agreed	
4	Quantity offered	As per bid invitation (Full / Partial)	Agreed / Not Agreed	
5	Payment terms	60 days (45 days for MSME) from the date of receipt of ordered items at destination.	Agreed / Not Agreed	
6	Inspection Clause	As per bid invitation	Agreed / Not Agreed	
7	Warranty Terms	As per bid invitation.	Agreed / Not Agreed	
8	Delivery Terms	As per bid invitation..	Agreed / Not Agreed	
9	Sample Clause	As per bid invitation.	Agreed / Not Agreed	
10	EMD	0.5% as per GeM for nonMSME /Exemption for MSME	Agreed / Not Agreed	
11	PBG / Security Deposit(SD)	10% Total Contract Value	Agreed / Not Agreed	
12	Test / Warranty / Fitment / COC certificate	Firm to undertake submission of Test / Warranty / Fitment / COC certificate along with every supply.	Agreed / Not Agreed	
13	License agreement / Authorisation Letter	To be Attached / uploaded	Agreed / Not Agreed	
14	Undertaking	As per format	Agreed / Not Agreed	

15	Non-Competition agreement	As per bid invitation	Agreed / Not Agreed	
16	If bidder is MSME	Attach / upload MSME Certificate	Agreed / Not Agreed	
17	Local content as per MII	Attach / Upload document	Agreed / Not Agreed	
18	Balance Sheet /Turnover Certificate	Attach / Upload document	Agreed / Not Agreed	
19	Past Experience /Expertise	Attach / Upload document	Agreed / Not Agreed	
20	LD clause	As per bid invitation	Agreed / Not Agreed	
21	Public sector Undertaking /Govt Sector / Private Manufacturer	Attach / Upload document	Agreed / Not Agreed	
22	Tax Indemnity Clause	As per bid invitation	Agreed / Not Agreed	
23	Installation Commissioning and Testing (ICT) Charges if Any	As per bid invitation	Agreed / Not Agreed	
24	Risk Purchase	As per bid invitation	Agreed / Not Agreed	
25	Price fall Clause	Vendor / bidder to undertake that price offered is not more than price offered to other buyers including units BEML (viz., EMD, H&P, Truck, Engine and Marketing Mysuru) during the agreed contract period.	Agreed / Not Agreed	
26	Integrity Pact	Applicable for bid value Rs 100 Lakhs and above.	Agreed / Not Agreed	
27	Secrecy Clause	As per bid invitation.	Agreed / Not Agreed	
28	All other terms & conditions of Bid Invitation.	Down load the documents and upload duly signed & stamped.	Agreed / Not Agreed	

Date :

Place :

Authorised Signatory

1. GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIALS SINGLE BID

1. DEFINITIONS& INTERPRETATIONS:

- 1.1 The Purchaser' means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.
- 1.2 Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 1.5 Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 1.8 Words in singular include the plural & vice-versa.
- 1.9 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- 1.10 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIALS (e-mode)

- a) The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender

b) INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in SINGLE BID system

c) Bids should be submitted online in BEML SRM/GEM/GEM e-Procurement platform only. Bidders should have a valid Class III Digital Signature Certificate with encryption issued by Authorized Certifying Authority to submit your bid in BEML SRM/GEM/GEM e-Procurement system Interested bidders can contact us through e-mail: admin.SRM/GEM/GEM@beml.co.in to obtain the username and password for submitting the bids.

2.1 INSTRUCTION FOR SUBMISSION BID:

a) The firm should submit their Bids through E-mode in BEML SRM/GEM/GEM Portal only. Please quote the price details in the 'Price Conditions' column in SRM/GEM/GEM portal against the respective item.

b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.

c) Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM/GEM/GEM website to submit quotation (non local vendors).

2.2 Quote should also indicate the Minimum lead time & Ex-stock availability.

2.3 Break-up cost for the quoted price to be provided in the quotation such as Material cost, Labour cost, other overhead cost.

2.4 Supplies should be strictly as per the requirement projected. The item supplied should be GENUINE PART as it is used for OE requirement.

2.5 Along with supplies, as mentioned in Bid, it is required to submit Inspection certificate, material test reports (from NABL accredited Lab for BEML Defence parts), warranty certificate, Country of Origin certificate & other related documents required along with the shipment.

2.6 If dealers are submitting the bids in place of OEM, Dealer should submit Authority letter from manufacturer.

2.7 If sister concern exists then only one bidder to participate.

2.8 BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

2.9 BEML reserves its right to reject any incomplete bid submitted.

2.10 The due date for submission of tenders may be extended by BEML, in its sole discretion, which shall be announced as **corrigendum to original NIT only at our website/ SRM/GEM/GEM Portal**. Validity of bids submitted shall be deemed to be extended accordingly.

2.11 BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any

tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

- 2.12 The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 2.13 Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- 2.14 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
- 2.15 BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be outrightly rejected.
- 2.16 BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 2.17 The RFX / Notice Inviting Tender is not an offer or a contract.
- 2.18 Proposals become BEML's property.
- 2.19 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.
- 2.20 BEML is not obligated to contract for any of the products described in the RFX/ Notice Inviting Tender.
- 2.21 BEML's decision is final for Evaluation of the offers.
- 2.22 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.
- 2.23 Unsolicited letters/canvassing/post tender corrections canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.
- 2.24 In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in

connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.

- 2.25 The uploaded documents in the SRM/GEM/GEM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM/GEM/GEM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 2.26 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM/GEM/GEM portal.
- 2.27 Late / Un-Solicited offers will be rejected.
- 2.28 In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
- 2.29 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit valid authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.
- 2.30 Maximum possible quantity supply per month to be indicated in the quotation in case of capacity constraint.
- 2.31 If you are not able to quote, please send your Regret Letter with reasons for regretting
- 2.32 We request you to submit your lowest non-negotiable best competitive price.
- 2.33 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.
- 2.34 Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.
- 2.35 The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML.
- 2.36 No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

3.0 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**

15th June 2017. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurementpreference-make-india-order-2017>.

4.0 PRICE BID VALIDITY: The Bid should be valid for 90 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract

5.0 DELIVERY TERMS: 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 supplier 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. Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply or loss shall be liable for service charges of 5% of the Purchase Order value for each extra delivery.

6.0 PAYMENT TERM:

Term of payment is 100% payment on 30th day for MSEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance of materials. For Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids. In case of early supplies, payment will

be made only as per the delivery schedule indicated in the purchase order and in line with the terms of payment.

7.0 PENALTY / LIQUIDATED DAMAGES:

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be essence of the Contract. Shall circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Purchaser without delay that in such an event the Supplier shall bind

himself to any of the terms and conditions that may be imposed by the Purchaser. If delay in delivery is caused by any of the circumstances mentioned is on account of Force Majeure conditions prior to the scheduled / extended delivery or by additional work, if any, or by an act or omission on the part of the Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.

8.0 AUTHORITY OF PERSONS SIGNING DOCUMENT: A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

9. 0 Evaluation of tenders:

a) Bids are opened on the stipulated due date and time mentioned in the tender.

b. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

10.0 FIRM PRICE: The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract

11. 0 ACCEPTANCE OF ORDER: The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

12. 0 SECURITY DEPOSIT / PERFORMANCE GUARANTEE (if applicable)

10 % of PO value has to be deposited as interest free security deposit/Performance Guarantee at the time of acceptance of offer in respect of all service contracts and major capital goods like plant and machinery, etc as follows:

(i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and warranty (CBG) clause for 10% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.

(ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.

(iii) A bank guarantee for a nominal amount of Rs.5000/- must be obtained from each Subcontractor valid for a year, on yearly basis

BEML reserves the right to accept a bank guarantee from any of the Scheduled Commercial Banks authorized by RBI in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months.

No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respect of the Purchase Order.

13.0 PRICE, INVOICING AND PAYMENT: The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

14.0 VALIDITY PERIOD : The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

15.0 PLANT & MACHINERY SUPPLY

In case of Purchase Order for supply of Plant & Machinery and supplies requiring inspection and test after erection and commissioning at site if the completed Plant if any portion thereof or after it is taken over is found to be defective or fails to fulfill the requirements of the P.O. BEML shall give the supplier, notice setting forth details of such defects or failures, and the supplier shall forth with make the defective plant good, or after the same to make it comply with the requirements of the P.O. shall he fail to do so within a reasonable time BEML may reject and replace at the cost of the supplier the whole or any portion of the Plant / Machinery, as the case may be which is defective or fails to fulfil the requirements.

16.0 PROGRESS REPORT:

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

17.0 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

18.0. INSPECTION AND TESTING:The goods and stores shall be of approved design and each part / component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of purchaser-

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are notices at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises the Supplier shall obtain Purchaser's or his authorized representative's permission to inspect, examine and test as if the said stores are being manufactured at the Supplier's premises. Such inspection, examination and testing, if made shall not release the Supplier from any obligation under the Contract.

All costs related to inspections and re-inspections shall be borne by the Supplier. The cost of inspection staff / third party specified by the Purchaser shall be borne by Purchaser, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Supplier or any of his Sub-contractor/s, Supplier shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Purchaser only if specifically agreed.

The supplier shall give the authorized representative of the Purchaser reasonable prior notice in writing of the date on and the place at which any stores will be ready for inspection / testing as provided in the Contract.

19.0 QUALITY AND WORKMANSHIP: The stores supplied shall be of the best quality and Workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall answer to the description in all respects. All supplies shall be accompanied by supplier's works inspections / test certificates duly certifying, the Stores are in strict conformity with the drawings / specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the supplier, no request shall be entertained for re-inspection or acceptance of the stores. However, BEML reserves the right to re-inspect the stores and consider acceptance at its discretion.

20.0 SUPPLY OF SAMPLE:(if applicable) The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications as published up to the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

21.0 RAW MATERIALS ARRANGEMENT: The Supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

22. 0 QUALITY & CONDITION OF DELIVERY: The Supplier shall guarantee that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used. The Supplier shall guarantee that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of delivery. The

Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier shall guarantee that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The Supplier guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

23.0 GUARANTEE / WARRANTY :

a. Guarantee

Wherever required, and so provided in the specifications / Purchaser Order, the Supplier shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period the delivery is found to be noncompliant including those with the stipulations (in clause Quality and Condition of Delivery) of these Conditions, the Supplier shall, on its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Supplier continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Supplier's expense, with or without help from third parties besides, Purchaser's other legal remedies. Purchaser shall notify the Supplier of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be 18 months after the date of delivery of goods. For capital goods or bought out packages which are intended to be incorporated in installations or systems the Guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends no later than 30 months after the date of delivery of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 10 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.

The decision of the Purchaser in regard to the Supplier liability under this clause shall be conclusive and final and will be binding on the supplier.

b. Warranty

All the stores supplied shall be warranted against any defect in material, Workmanship, design or dimension etc., for a period of twelve calendar months from the date they are actually put on use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall stage in writing in what respect the stores are defective. Warranty Certificate shall be furnished by the Supplier in triplicate as under covering the entire supplies to be made against this order within 15 days from the date of order, but before commencement of supplies.

The supplies covered under P.O.No. date by Warranted against all defects in material, workmanship, design dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of receipt of supply in BEML whichever is earlier and if any defects are found within the above period for any of the reasons stated, they will be replaced at your premises free of cost within a reasonable time.

24.0 In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable as below :

- a. If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them.
- b. For further details on Risk Purchase, you may refer Purchase Manual by accessing BEML website www.bemlindia.in.

25.0 The suppliers will be responsible for the material to reach destination intact and transit insurance shall be arranged by them only. Delivery indicated in the tender enquiry is to be adhered to.

a. In case of late deliveries BEML reserves the right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing L clause.

b. Wherever painting is applicable, the surface shall be duly prepared and painted as per drawing requirements.

- c. Suitable identification marks to be provided on all components for part number, vendor code, batch no, wherever applicable.

BEML reserves the right to inspect vendor's facilities/components under manufacturing, for verification of process and manufacturing capabilities by BEML's customer/BEML Representative / Representative of agencies appointed by BEML.

Packing to be in such a way that it should avoid transit/storage/handling damage. If you are not able to quote, please send your Regret Letter with reasons for regretting Refer BEML Purchase Manual (can be accessed in BEML website www.bemlindia.in) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions. In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract, reference to be sent to BEML along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on BEML's own order form. The firm shall take necessary permission for their employees to enter the factory premises and the firm shall arrange ESI & PF coverage to their employees/labourers if any from their end. The firm shall indicate ESI NUMBERS for the labourers hired or employed in advance in order to prepare work permit inside the factory. BEML will not have any kind of binding towards the compensation on case of injury / death to the firms employees while working in BEML premises or other wises. BEML will not have any kind of bindin on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose

We request you to submit your lowest non-negotiable best competitive price.

Division of Patronage : BEML reserves to issued orders on 60:40 ratio basis or 50:30:20 basis

BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever. BEML also reserves the right to increase the order quantity at the same rates and terms and conditions during the pendency of the contract.

The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML.

No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

26.0 PACKING AND DISPATCH

The supplier shall package the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time).

The Supplier shall inform the Purchaser one month in advance of likely shipment date/s, the no. of packages, Gross weight & Net weight, Dimensions (LxBxH) of each of the packages. Each such package must be marked with Consignee name, P.O. Number, Package No., Gross weight & Net weight, dimensions (LxBxH) and Supplier's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no., & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material shall be notified such and their packing, transportation and other protection must conform to relevant regulations.

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27.0. APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

28.0 APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts of shall have sole jurisdiction over disputes between purchaser and the Supplier.

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

to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

30.0 BRIBES AND GIFTS: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as o the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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

32.0. 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 or any other place mutually decided by and between BEML and the supplier 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.

33.0 FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial nonexecution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions,

floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

34.0 DRAWINGS AND DOCUMENTS: Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

35.0 NON DISCLOSURE AND INFORMATION OBLIGATIONS:

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

36.0.AGENTS / AGENCY COMMISSION : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base

Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

37.0. FALL CLAUSE:

- i. The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- ii. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

38.0 DURING ARBITRATION: "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

39.0 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

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

41.0.ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING: The supplier is not permitted to sub-contract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

42.0 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

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

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled.

The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

43.0 SECURITY:

- a)** All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b)** The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c)** BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

44.0 INSTRUCTION FOR SUBMISSION INTEGRITY PACT (If estimated value > Rs. 1 Crore)

1. The bidder / contractor should submit duly signed **Integrity Pact** (if the tender value is more than Rs.1.00 crore) as Pre-Qualification documents in single sealed envelope. The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with "Pre-Qualification Bid to Tender Ref: _____ (Bid invitation number) due on _____ (Tender closing date)for " _____" (Description of service). The name and address of the tenderer shall be written on the left hand bottom corner of the envelope. The bidder should submit Pre-Qualification Bid through manual mode to the following address before tender closing date & time.

(Address of Office where bid to be submitted)

Also Copy of Integrity pact to be uploaded along with bid.

2. The bidder has to execute and submit 'Integrity Pact' on plain paper for all tenders of value Rs 1 Crore and above as per prescribed format to this tender document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without Integrity Pact duly signed will be disqualified (Pls refer our Purchase Manual page no 247 (Annexure-J) available in

our website :<https://www.bemlindia.in>). The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.

3. Central Vigilance Commission has appointed ----- as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

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

Address of IEM is as below:-

1. Shri Kasividyasagar IAS (Retd.)

House No: 55,

Dream Valley gated community,

Manikonda, Hyderabad - 500 089

Mobile no.97714 07778

Email : kasividyasagar@gmail.com

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

4A-902, GurjinderVihar,

AWHO Township, Sector CHI – 1,

Greater Noida, UP – 201 310

Mobile no : 98712 34353

Email ID : abhayabk@gmail.com

45.0.GST TERMS & CONDITIONS

The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

1. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST

Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.

2. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the

data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.

3. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
4. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
5. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
6. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
7. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.
8. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
9. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
10. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

11. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
12. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
13. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Special conditions arising out of implementation of GST
(which is to be signed and submitted along with the offer)

Tax Indemnity Clause

1. The supplier of goods/services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail input tax credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and a penalty suffered by BEML due to any non compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the taxes which have been collected/ with held on behalf of BEML have been duly paid/ will be paid to the government account within the due dates specified under various tax laws in india and rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short comings on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the shortcoming rectified. If for any reason the same is not possible than the supplier will make good the laws suffer by BEML due to tax credit lost in the transaction.
3. Under the GST law, any economic or Tax benefit arising out of implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly the benefits enjoyed by the supplier and another players in the supply chain are also required to be passed on to the supplier by them which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect clause arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job workers/sub contractors shall be first attributable to the GST tax charges in the invoice and the balance shall be considered towards the value of supplies of goods/services.
5. Timely provision of invoices/debit note/credit note: the supplier has to timely provide invoice/debit note/credit note to enable BEML to claim tax benefit on or before stipulated time period as per GST law. All necessary adjustment enters (credit note, purchase returns, debit note) shall be made before September of the succeeding financial year.
6. HSN for goods shall be specifically included to avoid this agreement on classification at a later stage.
7. BEML shall identify the place of supply to enable to avoid the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to rise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.

9. Any known discount shall form part of terms of the agreement to enable supplier/ BEML to claim tax adjustment.
10. Three copies of invoices are mandatory and need to be provided the supplier and wherever the laws requires an electronic reference number for each invoice should be provided further the invoices for suppliers shall clearly bear the GSTIN No./UID No. along with purchase order number and date accompanied by depatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "tax deducted at source" at the rate prescribed under the GST law and remit to the government of india.
12. Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistics partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any liability arising out of dispatch on the tax structure, computation, payment to the government and filing of returns will be to the suppliers account.
15. Where the supplier of goods /services are liable to GST under reverse charge mechanism then the suppliers should clearly mention the category under which it has been registered and also that the liability of payment of GST is on the Recipient of Service.

16 The Invoice should be clearly specify with any abatement, if any claimed or otherwise from the Taxable value, while calculating the GST.

17 The Bid Evaluation criteria will include but not limited to GST Compliance rating when introduced and operational by GSTN. The Purchase order shall be void, if at any point of time the supplier is found to be blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

PLACE : FOR M/s.

DATE : SIGNATURE

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into between M/s BEML Limited,

(here in after referred to as BEML), A Govt. of India Undertaking under Ministry of

Defence, having its Registered Of ice at BEML Soudha, No.23/1, 4th Main,

Sampangirama Nagar, Bangalore-560027 and M/s-----(here in after 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 Contractor or his employees or agent or anybody engaged by the Contractor to execute the Work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of BEML. The Contractor undertakes to indemnify BEML for any loss caused to it by reason of breach of the above obligation by the Contractor or his employees or agent or anybody engaged by the Contractor.
- b. Supplier shall not participate directly or indirectly to any of the tenders for the items under Scope of BEML.
- c. 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.
- d. 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.
- e. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is here by 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), and if damages exceeds more than 01 crore, vendor shall pay actual damages.
- f. ARBITRATION: In the event of any question or disputes arising under these Conditions or any other terms and conditions of contractor 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. The Signatories here to declare that they have the sanction and power to execute and deliver this binding agreement.

3. The supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third

parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

"IN WITNESS WHERE OF, the parties here to have set their respective hands to this Confidentiality Agreement onwritten in the presence of Witness."

FOR BEML Limited

FOR M/S. XXXX

WITNESS

WITNESS

1.

1.

.2.

2.

LIST OF ITEMS

NON COMPETITION AGREEMENT

THIS NON COMPETITION AGREEMENT is made and executed on this the.....day ofat Bangalore **BETWEEN** M/s.BEMLLtd, a Government of India undertaking, having its Registered office at No.23/1, “BEMLSOUDHA”, 4th Main Road, Sampangiram Nagar, Bangalore –560027 (here in after called “BEML”) and manufacturing units at Kolar Gold Fields, Mysore and Bangalore, which expression shall unless repugnant to the subject or context there of mean and include its representatives ,administrators, successors and assigns etc of the **FIRST PART.**

AND

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

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

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

In pursuance of the placement of the above Purchase Order on M/s.....or M/s.....or any other Authorized Dealer/Distributor of or any person authorized bythe VENDOR here by agree and undertake not to quote or supply.....to any other parties in India and as such the VENDOR is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, The VENDOR or any other Authorized Dealer/Distributor/Agent of or any person authorized by the VENDOR were to quote and supply.....to any other parties in India and/or abroad, BEML would, after giving a reasonable opportunity to explain such quote and supply been titled to levy a penalty to the extent of loss occasioned to BEML.

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

Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matters connected there with, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above

said Act and Rules framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR RESPECTIVE
HANDS AND
SEALSON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN

M/S. BEML LIMITED

M/S.

WITNESS

1.

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