

**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
BANGALORE COMPLEX, POST BOX: 7501, NEW THIPPASANDRA POST,  
BANGALORE-560075

**NOTICE INVITING TENDER**

*GeM Custom (2-BID)*

**Projects: 2Nos DMRC+1No PATNA and 3Nos CMRCL-CMV**

**Subject: Axle Box Spring and Bolster Spring Set for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV projects**

Quotations are invited for “Axle Box Spring Set and Bolster Spring Set” required for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV projects in accordance with the enclosed terms and conditions, and to be submitted online (E-mode) in Govt E-market (GeM) platform in Two-Bid system as detailed below:

- 1) **Technical Bid (To be submitted as per BEML requirement)**
- 2) **Commercial Bid (To be submitted in GeM Portal)**

**Note: Commercial bids of technically acceptable firms only will be considered.**

No representation would be entertained on any errors if found in the NIT. However, vendors to bring such errors/omissions to the notice of BEML for necessary corrective action.

Confidential Document: For circulation among the participants of e-tender event through Govt e-market (GeM) platform.

NIT Inviting Section Head Designation: DGM (Materials Management) & e-mail id: Prasanna.n@bemltd.in

Bidders may submit their queries on the NIT document, if any, by email to ramakrishnaraju.k@bemltd.in or contact on 080-25022639/080-25022634

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## DETAILS OF THE TENDER

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for "Axle Box Spring & Bolster Spring Set", as per drawings enclosed required for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV's projects.

The Bidders are advised to carefully go through the General Terms and Conditions that has been enclosed along with this NIT.

- a. All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions if any should be duly signed / attested by bidder concerned.
  - b. All the documents shall be uploaded in GEM Platform.
  - c. In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
  - d. In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity.
1. In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
  2. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
  3. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.
  4. **The tender consists of two parts as indicated below:**

Sl. No.	Nature of Bid	Mode of Submission	Details
1	<b>Technical Bid</b>	<b>GeM platform</b>	a. Integrity pact filled, signed with 2 witnesses. b. Compliance to drawings. c. Clause by Clause compliance to General terms & conditions of NIT
2	<b>Commercial Bid</b>	<b>GeM platform</b>	Price details in specified field on GeM platform. Evaluation is based on the total bid value

5. **Requirement Details:**

SL NO	PART NO & DESCRIPTION	UOM	DMRC+ PATNA	CMRCL	Total Qty
1	P/No. 90181027- AXLE BOX SPRING	NO	48	48	96Nos
2	P/No. 90182029- BOLSTER SPRING SET	NO	24	24	48Nos

6. **Required Delivery Schedule:**

Item Details	Delivery schedule
Alxe Box Spring & Bolster Spring Set	FEB'2025/MAR'2025

Notice Inviting Tender: GeM Custom(2-bid), Item: Axle Box Spring & Bolster Spring Set. Projects: 2Nos DMRC+1No PATNA and 3Nos CMRCL-CMV's required at BEML Bangalore Complex

## SUBMISSIONS OF TECHNICAL BID

Technical Bid submission Conditions	<p><b><u>TECHNICAL BID (Without Price/Price Details)</u></b> shall be uploaded and submitted in the GEM platform, wherein only technical Bid /technical information in GEM platform shall be uploaded as indicated below:</p> <p><b><u>I) Drawings:</u></b> Bidders should comply to <b>Drawings</b>, enclosed along with this tender document.</p> <p>Bidders should upload the following documents duly filled, signature &amp; stamped under technical bid.</p> <p>a. Bidder to upload compliance to <b>Technical bid- signature &amp; stamped [Appendix-A]</b> and enclosures related to technical bid &amp; other information deemed appropriate in respect of this tender on the letter head of the company, if any.</p> <p>b. <b>Photographs / Drawings to be uploaded - signature &amp; stamped.</b></p> <p><b><u>II) General Terms and Conditions:</u></b></p> <p>1. Bidders to refer “<b>GENERAL TERMS AND CONDITIONS (GTC)</b>” (<b>Annexure-IV</b>) enclosed along with this tender document and upload clause by clause compliance of GTC duly filled, signature &amp; stamped along with the supporting documents as specified therein. <b>[Appendix – B]</b></p> <ul style="list-style-type: none"> <li>- BEML at its sole discretion reserves the right to seek the hard copies of the documents which are already been uploaded in GEM, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required.</li> <li>- In such cases, only the documents uploaded in GEM platform in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.</li> </ul> <p><b><u>III) CONFIDENTIALITY AGREEMENT:</u></b> The bidder has to submit “Confidentiality Agreement” on plain paper for all tenders as Pre-Qualification documents <b>[Appendix – C]</b></p> <p><b><u>IV) Performance Bank Guarantee (PBG):</u></b> PBG to be submitted for 10% of PO value inclusive of taxes through SFMS mode before the supplies <b>[Appendix – D]</b></p> <p><b><u>V) Integrity Pact: [Appendix – J]</u></b></p> <ol style="list-style-type: none"> <li>1. The bidder / contractor should submit duly signed Integrity Pact (if the tender value is more than Rs.1.00Crore). as Pre-Qualification documents.</li> <li>2. The bidder has to execute and submit ‘Integrity Pact’ on plain paper for all tenders of value Rs.1.00 Crore and above as per prescribed format to this tender document.</li> <li>3. Offers without Integrity Pact duly signed will be disqualified. 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 &amp; address.</li> </ol> <p>Integrity pact can be downloaded from our website <a href="https://www.bemlindia.in">https://www.bemlindia.in</a>, and also attached along with this tender document.</p>
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**SUBMISSIONS OF COMMERCIAL BID****COMMERCIAL BID**

The price bid to be submitted through GeM Portal. The following details are to be entered in the GeM Portal.

**Table (1)**

SI	PART NUMBER	DESCRIPTION	Total Qty	Unit Price	Extended Value
Grand Total					

This is Format for reference only. Commercial Bid document should NOT be enclosed during Technical Bid Submission. If uploaded the Quotation submitted by bidder will be liable for rejection without any discretion.

Note:

1. Bidder has to quote for all the items. Commercial evaluation will be based on total bid value.
2. Commercial ranking shall be arrived based on grand total of all the tendered items and subsequently, Reverse Auction through GEM will also be conducted.
3. L1 will be determined based on the Grand Total of Table (1). The bidder whose offer is lowest will be considered as L1.
4. The commercial bids of the vendors will be opened subject to technical acceptance based on technical bid evaluation.

## [ANNEXURE – IV]

**GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS:****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, 4<sup>th</sup> 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 as described in Procurement Technical Specification (P.T.S.) and in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- 1.8 Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender
- 1.9 End-Customer / End-user means: DMRC /CMRCL/ Rolling Stock Corporations.
- 1.10 Words in singular include the plural & vice-versa.
- 1.11 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.

1.12 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

## **2. SUBMISSION OF THE TENDER:**

### **Tender is in TWO-BID system (Technical & Commercial Bid)**

Bids should be submitted online mode only as follows:

#### **a) Submission of Technical bid (without price):**

- i. The Bidder should upload all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.
- ii. The price details/commercial bid details should not be given in the technical bid. If any of the bidder have given any price/commercial details in the technical bid, their offer is liable for rejection and will not be considered.
- iii. Technical Bid will be opened on (date and time of bid opening) and the commercial Bids of those bidders whose technical bid is accepted only will be opened later.
- iv. Technical offer for “Axle Box Spring and Bolster Spring Set” and compliance to attached drawings, shall be ensured in the technical bid.

#### **b) Submission of Commercial bid:**

- i. The commercial bids of the vendors will be opened subjected to technical acceptance of offers only.
- ii. Price details in specified field on GeM platform to be submitted.
- iii. If dealers are submitting the bids in place of OEM, Dealer should submit Authority letter from manufacturer.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

- viii. 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 out rightly rejected.
- ix. 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.
- x. The RFx / Notice Inviting Tender is not an offer or a contract.
- xi. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.
- xii. BEML's decision is final for Evaluation of the offers.

### 3. Purchase preferences:

**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** issued 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 15<sup>th</sup>June 2017 as amended from time to time and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods / Products.

**MSE Purchase preference:** Purchase preference will be given to MSEs as per applicable GeM rules.

- 4. **DELIVERY TERMS:** F.O.R (Free on Road), BEML Bangalore complex. Freight & transit insurance to supplier's account.
- 5. **PAYMENT TERMS:** 100% in 45days on receipt of material at BEML Bangalore Complex for MSE firms/60 days for other firms, subject to acceptance.

Bidders to indicate the category of their firm under Micro/Small/Medium/Major industries with necessary documentary proof of evidence for purpose of evaluation and our data updation

### The payment is further subject to the following:

- a) The Invoice shall be compliant with GST laws.
- b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.
- c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier.
- d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.
- e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.
- f) Relevant TDS / TCS as applicable shall be deducted as per prevailing Income Tax / GST / GOI notifications.



**6. PRICE BID VALIDITY:** The Bid should be valid for 180days 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.

**7. FIRM PRICE**

The prices remain firm for the entire supplies of the purchase order and no escalation shall be entertained under any circumstances. The prices are to be firm & no increase in finalized price will be entertained after awarding contract during the period of Contract for any reasons whatsoever.

**8. INSPECTION:** By RITES/RDSO/Third Party Inspection agency/Source Inspection Team (SIT) by BEML before dispatches at supplier premises. Destructive test pieces into supplier account. Firms participating in tender should submit their quotes for full tendered quantity excluding destructive test pieces/ Supplies to be made in full form for the entire tendered qty/PO quantity.

**9. WARRANTY:**

a) The supplied goods/stores to the purchaser under the contract shall be of the highest grade, free of all the defects & faults in material and of the best quality, manufacture and workmanship and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly throughout warranty period.

Any defect/fault & non-conformance to standards & descriptions as aforesaid, found during warranty period shall be rectified /repaired/replaced free of cost & at supplier's risk to the complete satisfaction of BEML / End user, within reasonable time at the ultimate destination.

The said goods/stores shall be warrantied /guaranteed for a period of 36 months from the date of receipt of material in BEML store or 24 months from the date of commissioning, whichever shall be earlier.

**b) Guarantee / Warranty replacement:**

Guarantee / Warranty replacement shall be dispatched on "F.O.R – BEML Stores / designated destination" basis for replaceable items during warranty period.

c) The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the BEML may have against the supplier, whether in toto or otherwise.

d) If any defect or damage is one requiring immediate attention from safety / environmental view point / operational viewpoint, the BEML has the authority to proceed with rectification in any manner suitable and deduct such sums from the suppliers Bill or purchase order whichever is active.

**10. PERFORMANCE BANK GUARANTEE (PBG): Not Applicable for the requirement in this tender.**

- a) Firm shall submit Performance Guarantee for amount equivalent to 10% of the Contract value. This performance guarantee shall be in the form of Bank Guarantee executed and submitted through any scheduled commercial Bank authorized by RBI. The Performance bank guarantee shall be valid up to warranty period plus 3 months claim period.

Format for PBG is attached as Appendix- D for reference.

- b) PBG shall be returned back only after completion of warranty period and if there is no defect /failure/negligence on part of contractor, complaints and / or any claims notified to the contractor within expiry of such date.
- c) The performance bank guarantee has to be furnished by the supplier as per prescribed format covering the entire supplies on receipt of purchase order from BEML but not later than 30days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order
- d) In the absence of performance bank guarantee to be submitted by the supplier as per contract terms, BEML will not open Letter of Credit (LC) in the cases of LC in favor of supplier pertaining to the shipment / stores to be supplied as per first delivery schedule indicated in the purchase order. Any delay in submission of performance bank guarantee by the supplier, the subsequent delay in opening in Letter of Credit by BEML and supplies to be effected by the supplier are to the account of the supplier, which attracts liquidated damage charges as per contract terms.
- e) No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.
- f) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee 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.
- g) The Bank Guarantee shall be established through **Structured Financial Messaging System (SFMS)** mode from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI.
- h) A separate copy of the BG has to be sent by the issuing bank to the Purchaser's bank through SFMS. The details of Purchaser's bank are as under:

**STATE BANK OF INDIA**  
**Overseas Branch, No.65,**  
**St. Marks Road,**  
**Bangalore – 560001**  
**IFSC Code: SBIN0006861**

- i) Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:

Code	Purpose
MT760	Confirmation of Bank Guarantee
MT767	Amendment in Bank Guarantee

- j) Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Purchaser.
- k) In case BEML is constrained to extend the Performance Bank Guarantee submitted to its customer due to the failure of aggregates attributable to the supplies made by the bidder then the costs involved to BEML for such PBG extensions shall be borne by the supplier.

#### **11. RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE:**

- a) Purchaser shall be entitled to increase the order quantity by 50 percent anytime during the currency of the contract, such that the contractor has reasonable time/notice for executing such increase.
- b) BEML reserves the right to increase or decrease the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule.

**12. LIQUIDATED DAMAGES CLAUSE:** If the contractor fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option to accept the delayed supply and to recover from the supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores per week subject to a maximum of 10% of the value of the purchase order which the supplier has failed to deliver as aforesaid for each week or part thereof during which the delivery of such stores may be in arrears.

The LD will be charged on the value of the affected delivery schedule excluding statutory levies, freight and insurance wherever not included in the price.

#### **13. RISK PURCHASE CLAUSE:**

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. 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 complying with the description and readily procurable) without cancelling the PO in respect of consignment not due for delivery

**or**

- b. To cancel the purchase order.

In the event of action being taken under clause (a) or (b) above, 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 or purchases 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 of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

#### **14. SECRECY AND CONFIDENTIALITY:**

- 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 components / spares exclusively manufactured for BEML 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) Confidentiality agreement is attached as Appendix E.

#### **15. 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.

#### **16. 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 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 in whole shall be deemed to have been accepted if supplier failing to no communicate is received within two weeks.

#### **17. OTHER CONDITIONS**

- a) Refer BEML Purchase Manual (can be accessed in BEML website [www.bemlindia.in](http://www.bemlindia.in)) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions
- b) 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.

- c) 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.
- d) BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose.

**18. 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.

As soon as each shipment is made in line with the delivery schedule specified in the purchase order, the supplier shall send **one set of Original documents and three (3) sets of photocopies** each of the following documents to the address indicated below by courier service.

- i. Commercial Invoice -Signed and Sealed Hard Copy/E-invoice
- ii. Delivery Challan
- iii. Packing List
- iv. BEML's Inspection clearance document(s), material test certificates and other applicable quality documents pertaining to the supplies.

**Postal Address:**

The Deputy General Manager-Purchase  
BEML, Bangalore Complex,  
PB No.7501, New Thippasandra post,  
Bangalore, Karnataka, India,  
Postal Code - 560 075

**19. 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.

**20. QUALITY & 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.

**21. 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.

**22. 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 a 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.

**23. INSPECTION, TESTING & CONSEQUENCE OF REJECTION:**

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.

#### **24. LAWS APPLICABLE**

Domestic laws both substantive and procedure, for the time being in force including modification thereto shall govern contract. The competent Domestic courts shall have sole jurisdiction over the disputes between the BEML and the supplier. The making of all stores supplied must comply with the requirements of Domestic Acts relating to trade and merchandise marks and all the rules made under such acts.

#### **25. 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.

#### **26. IDENTIFICATION OF ITEMS / PIECES**

The supplier shall indicate / emboss / engrave, suitable identification marks (Viz. BEML stock number, supplier code number, batch no. etc.,) on each item/piece (or) on all components at convenient non-machinable place as per drawing, wherever applicable.

Also, shall indicate BEML part number, PO No. and date in all delivery documents, invoices and correspondence, wherever applicable.

#### **27. PACKING AND MARKING**

- a) Packing to be in such a way that it should avoid transit/storage/handling damage.
- b) 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.
- c) 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).

- d) Supplier shall indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should withstand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.
- e) Marking shall include the following information in sequence on the frame commensurate with the size of package.

**To: M/s. BEML Limited, Bangalore Complex,  
New Thippasandra,  
Bangalore – 560075,  
Karnataka State, India.**

**BEML Purchase order number:**

**Shipper's mark:**

**Package number:**

**Identification number:**

**Caution marks, if applicable:**

**Net weight, gross weight and cubic measurement, whichever is appropriate for the shipment.**

**28. 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 shall have sole jurisdiction over disputes between purchaser and the Supplier.

**29. 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.

**30. 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.

**DURING ARBITRATION:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”



**31. 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 anon-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 defend and indemnify the BEML against any claims, costs or expenses incurred by reason of any infringement of alleged infringement of any letters, patent, registered design, trademarks or trade name by the use of sale of the stores / goods /material and against all costs or damages which the BEML may undergo in legal action for such infringement or for which the BEML may become liable in any such action.

The supplier shall at all times indemnify BEML and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971-as modified from time to time wherever applicable and shall also indemnify the Company from and against any claims under the aforesaid Act and the Rules.

**32. BRIBES AND GIFTS:**

Any bribe, commission, 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 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 shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-15** hereof. Any question or dispute as to the commission 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.

**33. FORCE MAJEURE CLAUSE:**

- a) Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution 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.
- b) 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.

- c) 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. FALL CLAUSE**

- a) 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.
- b) 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.

#### **35. 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. 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.

**37. DIVISION OF PATRONAGE:** BEML at its discretion reserves to issued orders on 75:25, 60:40 ratio basis or 50:30:20 basis, if required. 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.

#### **38. INTEGRITY PACT:**

The bidder / contractor should upload duly signed & stamped **Integrity Pact** (if the tender value is more than or equal to Rs.1.00 crore) as per prescribed format (**APPENDIX- J**) on plain paper as part of technical bid.

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. **The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.**

**The Integrity Pact envisages an agreement between the prospective tenderer and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.**

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.

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

**Address of IEM as follows:**

1. Shri Kasividyasagar, IAS (Retd.)  
House no 55, Dream valley gated community,  
Manikonda, Hyderabad – 500089.

Ph: +91 9771407778

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

2. Shri Lt. Gen. Abhay Krishna, (Retd.)  
4A-902, Gurjinder Vihar, AWHO Township, Sector CHI-1,  
Greater Noida, UP – 201310.

Ph: +91 9871234353

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

**39. GST TERMS & CONDITIONS:**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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

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. 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.  
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.
11. 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.

## APPENDIX-A

## COMPLIANCE REPORT FOR REQUIREMENT &amp; DRAWINGS

**Bid Invitation No** :

**Firm** : M/s.

**Item details** : Axle Box Spring and Bolster Spring Set for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV's projects

SL NO	PART NO & DESCRIPTION	UOM	DMRC+ PATNA	CMRCL	Total Qty
1	P/No. 90181027- AXLE BOX SPRING	NO	48	48	96Nos
2	P/No. 90182029- BOLSTER SPRING SET	NO	24	24	48Nos

Note:

1. Specification of Spring steel material 52Cr4Mo2V to IS:3195-92 Hardness: After hardening and tempering 415 to 460BHN
2. The spring shall be manufactured/inspected as per RDSO specification No.WD-01-HLS-94 with latest revision.
3. Specification of inner spring steel material 60Si7 to IS:3195-92 Hardness: After hardening and tempering 380 to 440BHN
4. For Scrag test, do not compress the spring set below 280mm height. (Corresponds to max. corrected stress of 80kg/mm<sup>2</sup> for inner spring)

Note:

- 1) Destructive test pieces and charges for destructive testing are to supplier account. Firms participating in tender should submit their quotes for full tendered quantity excluding destructive test pieces.  
Supplies to be made in full form for the entire purchase order quantity, and destructive test pieces will not be accounted as receipts/supplies.
- 2) Firm should comply to attached drawings and upload along with technical bid.

**Authorized signatory with company seal / stamp**

**APPENDIX – B****COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No** :**Firm** : M/s.**Item details** : Axle Box Spring and Bolster Spring Set for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV's projects

Sl. No	Terms / Clause	Complied	Not Complied	Remarks
1.	DEFINITIONS & INTERPRETATIONS			
2.	SUBMISSION OF THE TENDER			
3.	PURCHASE PREFERENCES			
4.	DELIVERY TERMS			
5.	PAYMENT			
6.	PRICE BID VALIDITY			
7.	FIRM PRICE			
8.	INSPECTION			
9.	WARRANTY			
10.	PERFORMANCE BANK GUARANTEE (PBG)			
11.	RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE			
12.	LIQUIDATED DAMAGES CLAUSE			
13.	RISK PURCHASE CLAUSE			
14.	SECRECY AND CONFIDENTIALITY			
15.	AUTHORITY OF PERSONS SIGNING DOCUMENT			
16.	ACCEPTANCE OF ORDER			
17.	OTHER CONDITIONS			
18.	PRICE, INVOICING AND PAYMENT			
19.	PROGRESS REPORT			
20.	QUALITY & WORKMANSHIP			

**Authorized signatory with company seal / stamp**

Notice Inviting Tender: GeM Custom(2-bid), Item: Axle Box Spring & Bolster Spring Set. Projects: 2Nos DMRC+1No PATNA and 3Nos CMRCL-CMV's required at BEML Bangalore Complex

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No** :

**Firm** : M/s.

**Item details** : Axle Box Spring and Bolster Spring Set for 2Nos DMRC + 1No PATNA and 3Nos CMRCL-CMV's projects

21.	QUALITY, CONDITION OF DELIVERY			
22.	SUPPLY OF SAMPLE (If Applicable)			
23.	INSPECTION, TESTING & CONSEQUENCE OF REJECTION			
24.	LAWS APPLICABLE			
25.	RAWMATERIALS ARRANGEMENT			
26.	IDENTIFICATION OF ITEMS / PIECES			
27.	PACKING AND MARKING			
28.	APPLICABLE LAWS AND JURISDICTION OF COURTS			
29.	JURISDICTION			
30.	ARBITRATION			
31.	INTELLECTUAL PROPERTY RIGHTS; LICENSES			
32.	BRIBES AND GIFTS			
33.	FORCE MAJEURE CLAUSE			
34.	FALL CLAUSE			
35.	NON-DISCLOSURE AND INFORMATION OBLIGATIONS			
36.	ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING			
37.	DIVISION OF PATRONAGE			
38.	INTEGRITY PACT			
39.	GST TERMS & CONDITIONS			

**Authorized signatory with company seal / stamp**

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Notice Inviting Tender: GeM Custom(2-bid), Item: Axle Box Spring & Bolster Spring Set. Projects: 2Nos DMRC+1No PATNA and 3Nos CMRCL-CMV's required at BEML Bangalore Complex

**CONFIDENTIALITY AGREEMENT**

**(To be typed on plain paper and submitted along with the technical bid)**

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

**For M/s.**

**WITNESS:**

1.

1.

2.

2.



**APPENDIX-D****PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.....  
 Dated .....  
 Amount .....  
 Valid upto .....  
 Claim upto .....

The General Manager (Materials- Management)  
 BEML Bangalore Complex  
 PB No 7501  
 New Thippasandra  
 Bangalore 560075

1. This deed of Guarantee made this day of..... (Month & year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of.....(Amount in figures and words).
4. Now, We the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period / Warranty period as stated in Clause 11 of Annexure IV - Notice Inviting Tenders.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is

understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

- 8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
- 12. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rs.....)
  - (b) This Bank Guarantee shall be valid up to.....
  - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the bank have signed and sealed this Guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of the .....Bank.

**Signature of Authorized Bank officials.**

Name :.....

Designation : .....

Stamp/Seal of the Bank.....

Signed, sealed and delivered for and on behalf of the Bank by the above named .....in the presence of:

**Witness 1.**

**Witness 2.**

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....