

**BEML LIMITED**  
**(A Govt. Of India Mini Ratna Company Under Ministry of Defence)**  
**EM DIVISION, KOLAR GOLD FIELDS-563115**

**PUBLIC e- TENDER**

Tender ref: KE01/DEM/MSCP/ARMOURED BODY KIT/01

Sub: Request for Quotation for Armour Body Kit for Mobile standby command post vehicle (MSCP).

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

BEML Ltd invites bids from eligible Bidders through e-tendering under 2 bids (Technical & commercial) for Armour Body Kit for Mobile standby command post vehicle (MSCP) as per Procurement Technical Specifications (PTS) document No. GA/3073/PTS/MSCP/1076 REV0 DTD: 29/08/2019 interested parties may please log on to [BEML website www.bemlindia.in](http://www.bemlindia.in), [SRM Portal](#) and/or [CPP portal](#) for the complete scope of supplies and the procedure for submission of tender for consideration of BEML.

Interested bidders can down load the tender document released along with this notification and quote in two bid system.

All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in), [SRM Portal](#) and/or [CPP portal](#). No separate advertisement shall be published in the Newspaper in this regard.

The last date for submission of e-tender is on or before [\*\*IST 14.00 Hours of 12th Oct-2019\*\*](#).

## **Tender No: 6300029474**

Quotations in e-mode through BEML SRM platform are invited from firms meeting qualifying criteria as per tender, as detailed below,

<b>Tender no</b>	<b>Part no</b>	<b>Descriptions</b>	<b>Tender qty</b>
6300029474	513MD00122	Armoured body kit MSCPV	05 nos

Tender documents are available in our website <http://www.bemlindia.in>, [SRM Portal and CPP Portal](#).

Tender shall be in two parts. [Technical Bid & Commercial Bid](#).

Interested Vendors can contact us through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the bids.

The last date for submission of bid is [12.10.2019 before 14:00 hrs \(IST\)](#).

Please note that your bid should be submitted in our SRM e-Procurement system only. You should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system. In case of any queries, you may send the same by e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269 / 141.

Corrigendum, if any, shall be uploaded on BEML website, SRM Portal and CPP Portal.

Thanking you,

Yours Faithfully,

For BEML Limited

Sd/-

DGM -Materials,

### **TERMS & CONDITIONS**

1. The tender consists of :-

**Part I - Technical Bid - To be submitted through e-mode – BEML SRM**

**Part II – Commercial Bid - To be submitted through e-mode –BEML SRM**

Technical Bid (Part-I) and Commercial Bid (Part-II) are to be submitted/upload **through e-mode BEML SRM on or before the closing date & time of the Bid invitation.**

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

2. This Bid invitation is not transferable under any circumstance.
3. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
4. No corrections/ revisions will be entertained after closing date and time of tender.
5. **Tender Scope of work and supply:** Strictly as per Procurement Technical Specifications (PTS) document No. GA/3073/PTS/MSCP/1076 REV0 DTD: 29/08/2019 (Document enclosed along with this tender).
6. Instructions for submission of the bids:

**Pre-Qualification Bid** :NCA, NDA, Integrity Pact etc., are to be submitted to CRS (Central

Receiving Section), EM Division, BEML Ltd, BEML Nagar, KGF -563 115, in a sealed cover super scribing the Bid Invitation Number, Due Date & Time, Subject, Address etc., OR To be sent to [E-mail-dem@beml.co.in](mailto:E-mail-dem@beml.co.in)

**PART-I- Technical Bid :**

1. Please upload all the technical bid documents in the Collaboration Folder in the system and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
2. Corrigendum regarding the tender if any will be published in BEML website and CPP Portal only before the tender closing. Bidders to make note of the above and check the website before tender closing date / time, to have the latest communication / update. Corrigendum regarding the tender if any to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
3. Documents as indicated in the qualification criteria sheet are to be uploaded in Collaboration Folder on SRM Platform. (Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully).
4. Tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.
5. Please note that commercial bid / Price details should not be uploaded in the technical bid failing which the tender / bid will be liable for rejection.
6. No corrections/ revisions will be entertained after closing date and Closing time of tender.
7. **Note: No price details to be given in the Technical Bid. Technical Bid which includes Pricing will summarily be rejected.**
8. Interested Bidders should be uploaded their technical compliance (indicating complied / not - Complied / remarks to be mentioned) [as per Annexure –A](#) issued along with this tender and bidders should duly seal and signature in each page of technical compliance Annexure-A. (clause from 1 to 16).
9. For any technical issues / assistance, firms may contact,

AGM-R&D  
BEML LTD, R&D Centre  
Kolar Gold Fields-563115  
Telephone-08153-279195, 279196, 279198  
Mail Id: [gawrr@beml.co.in](mailto:gawrr@beml.co.in)

## **Part-II- Commercial Bid:-**

### **1. Price:**

Quote required for the following:

Sl No	Part no & Description	Tender Qty
01	513MD00122-Armoured Body Kit MSCPV 4X2	05 nos

- i) L1 will be arrived on Landed Cost basis.
  - ii) Price quoted shall be firm during the pendency of the contract.
- 2. Price Validity:** The quoted price should be valid for 180 days from the date of opening of the commercial bid.
  - 3. Delivery schedule:** As per Procurement Technical Specification Documents at Pg no -27. For delay delivery of supplies/delay in completion of work, the LD clause is applicable as per BEML.
  - 4. Terms of Dispatch:** FDD, BEML Ltd, EMD, KGF.
  - 5. Taxes:** GST as applicable.
  - 6. Inspections and Clearance:** As per PTS document.
  - 7. Terms of Payment:** 90% of Payment will be released after receipt and acceptance of materials ONLY. Balance 10% of payment will be released against submission of Performance bank Guarantee (PBG) with covering warranty period of two more months extra.
  - 8.** The quotation should be completed in all respects and free from ambiguity. Deviations if any should be clearly highlighted with necessary clarification. Offers shall comply with all the technical and commercial requirements otherwise the offer is liable to be rejected.

### **Submission of Commercial Bid :**

- i) Please quote the price details in 'Item Data' in SRM system only against the respective items provided therein before tender closing date and time specified. Basic Unit rates quoted in Rupees should be exclusive of applicable GST. Bidders are requested to indicate price break-up details, if any, in "Price conditions" of the "Item".
- ii) Technical Bids of the bidders will be opened first on the specified date and time. Commercial Bids of the technically accepted bidders only will be open subsequently on completion of the technical evaluation.

- iii) Before submitting the bid, Firms may visit the work place / site to know the scope of work / supply. Prior appointment may please be obtained from the office of DGM - Purchase, Contact No. 08153-279317,e-Mail- [dem@beml.co.in](mailto:dem@beml.co.in)
- iv) Bids should be only on SRM platform. (Quotations sent by Fax / Email / Quotations on letter heads or in any other mode will not be considered).
- v) Conditional offers are liable for rejection.

9. For any technical issues / assistance in submitting bid in SRM platform, firms may contact,

SRM Team at CIO Office,  
BEML Soudha, BEML Limited,  
23/1, 4th Main, S.R.Nagar, Bengaluru – 560027.  
Phone: 080-22963269, 22963141  
e-Mail : [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)

10. For Scope of work/supply, other terms and conditions are as per qualifying criteria please refer respective section in this tender

For BEML Limited,  
Dy. General Manager  
Materials Management-EMD-Defence Group  
Telephone: 08153-279317  
e-Mail: [dem@beml.co.in](mailto:dem@beml.co.in)

### **General Information and Instructions**

1. **Place of Opening of the e-Bids:** BEML Ltd., EM Division, Kolar Gold Fields-563115. (Through BEML SRM Portal only)

2. **Validity of Bids:** The Bids should remain valid for 180 days from the date of Opening of the tender.
3. **Modification and Withdrawal of Bids:** No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.
4. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summarily rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
5. Bidders must submit Quotation pertaining to them only. If any vendor willing to submit on behalf of his principle, may please do so by attaching an authorized certificate from the principle vendor.
6. **Undertaking from the Bidders:** Bids of debarred/blacklisted firms will not be considered for evaluation. An undertaking will be obtained from the Bidder / firm / company / vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence /Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.
7. BEML Limited reserves the right to accept or reject or sought further clarifications regarding any tender either in full or in part or to reject all the tenders without assigning any reason for its decision in this regard.
8. This tender is governed by the General terms & conditions of BEML as detailed in **[Form No. 8205350535](#)**.

### **Special Terms and Conditions**

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

#### **1. Performance cum Warranty Bond:**

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

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

## **2. Documents to be furnished for claiming Payment:**

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

## **3. Force Majeure Clause:**

- I. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the c o n c l u s i o n of the present contract.
- II. In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- III. The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of



the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.

- IV. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective our country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- V. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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

**5. Terms of Delivery:**

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

Or

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

**6. Packing and Marking Instructions:**

- I. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land subject to proper cargo handling. The Seller shall ensure that the stores are packed which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- II. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force.
- III. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage

or deterioration during transportation by land. In such case the Buyer shall finalize the marking with the Seller.

**7. Claims:**

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

8. **Warranty:** As per Procurement Technical Specification (PTS) Documents at Pg no-23.

**9. Product Support:**

- I. As per Procurement Technical Specification (PTS) Documents at Pg no -23,24 & 25
- II. Bidders should provide Comprehensive Annual Maintenance Contract (CAMC) for the period of 06 years – As per PTS Document at Pg no – 23, 24 & 25.
- III. CAMC is applicable for a period of 06 years from the end date of warranty period and CAMC is not applicable for 1<sup>st</sup> & 2<sup>nd</sup> year since same should be covered under warranty.

**10. Intellectual Property Rights (IPR):**

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

**11. Delivery Period:** As per Procurement Technical Specification (PTS) Documents at Pg no -27.

**12. Bank Guarantee:** Successful Bidder should execute the Bank Guarantee for One no of Drive Away Chassis 4X2 which will be supplied by BEML to vendor premises and it should be submitted before dispatching of Chassis 4X2 by BEML.

**13. Clarification Regarding Contents of the Bids:**

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

## **Annexure-J**

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

### **INTEGRITY PACT**

Between

BEML Limited (BEML) hereinafter referred to as “The Principal” and  
..... hereinafter referred to as “The Bidder/Contractor”

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Principal**

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will

inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure J-1.

e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

### **Section 4 – Compensation for Damages**

i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

ii. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous Transgression**

i. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public

Sector Enterprises in India that could justify his exclusion from the tender process.

ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.

iii. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 – Independent External Monitor / Monitors**

i. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

iii. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

iv. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

vi. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, shall the occasion arise submit proposals for correcting problematic situations.

vii. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

viii. The word „Monitor“ would include both singular and plural.

### **Section 9 – Pact Duration**

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



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

## Section 10 – Other provisions

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

-----

-----

-----

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Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

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## Annexure-I

# CONFIDENTIALITY AGREEMENT

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

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

a. The supplier shall not divulge to anyone else except under the Authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc., released.

b. The supplier shall not supply the components / spares exclusively manufactured for BEML Limited with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.

c. BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).

d. **ARBITRATION:** In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a Sole to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings of Arbitration and Conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Contract.

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

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

binding agreement

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

For BEML Limited

For M/s. XXXX

WITNESS:

WITNESS:

1.

1.

2.

2.

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

**TO,**  
**Deputy General Manager**  
**Materials Management**  
**Defence group, BEML LIMITED.,**  
**EM Division-KGF – 563115**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref No: KE01/DEM/MSCPV/ARMoured BODY KIT/01

Tender No: 6300029474

Name of the Tender: Request for Quote for Armour Body Kit for Mobile standby command post vehicle (MSCPV).

Dear Sir,

1. I / We have downloaded / obtained the tender documents (s) for the above mentioned "Tender / Job" from the website (s) namely:

\_\_\_\_\_ as per your advertisement, given in the above mentioned website (s).

2. I / We hereby declare that I / We have read the entire terms and conditions of the tender document (including all documents i.e. annexure (s), schedule (s)), appendix (s) etc., which form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the entire terms & conditions of the tender document(s) / corrigendum(s).

5. I / We do hereby declare that our Firm / company has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-G**

### **PERFORMANCE BANK GUARANTEE**

**Bank Guarantee No. :**

**Dt.**

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

#### **WITNESS AS FOLLOWS:**

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

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

WHEREAS the contract stipulates a warranty

#### **ACCORDINGLY THESE PRESENTS WITNESS :**

1. WHEREAS the supplier shall stand by the warranty obligations committed to the

Company strictly in accordance with the terms and conditions of the contract.

2. The supplier above named shall duly perform and carryout his warranty obligations towards the Company under the contract.

3. That in consideration of the promises, the Bank, ..... agrees and undertakes with the Company as follows :

4. That in the event of any default or Breach on the part of the supplier to perform their warranty obligations under the said contract with the Company, the above named Bank shall on demand by the Company. Pay to the Company a sum not exceeding Rs. .... **(Rupees .....)**

5. We, (Name of the Bank) lastly undertake not to revoke this Bank guarantee during his currency except with the previous consent of the Company in writing.

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

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

NOT WITHSTANDING ANYTHING CONTAINED HEREINABOVE:-

1) Our liability under this Bank Guarantee shall not exceed to Rs. ....  
(Rupees .....)

2) This Bank Guarantee shall be valid up to ..... (last date of the warranty period) i.e. 12 months from the date of commissioning.

3) We are liable to pay the Guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon a written claim or demand on or before ..... at our branch presently situated at ..... Bangalore, India.

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

Witnesses:

1.

2.

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