

REQUEST FOR QUOTE (RFQ) FOR OVERHAUL OF ITEM PART NO COMPLETE ENGINE (V46-6)
(DRG NO.3300-00-26 / 3300-00-27CX) AND SPTA ITEMS (APPLICABLE TO ARV WZT-3 VEH)

1. The online Bids under **Open Tender Enquiry (OTE)** are invited by the BEML LTD for OH/supply of items listed in Part II of this RFQ.

1.1 V46-6 ENGINE SPECIFICATION (ARV WZT-3)

Type	: 12 Cylinder, 4-Stroke, V-60, Supercharged, Water cooled, DI Diesel
Designation	: V46-6
Gross HP	: 780 hp @ 2000 rpm
Torque	: 3090 Nm @ 1300 to 1400 rpm
Bore x Stroke	: 150 x 180 mm
Starting System	: Compressed Air
L x W x H	: 1480 x 896 x 902 mm
Dry Weight	: 980 kg

1.2 BRIEF DESCRIPTIONS:

- This V46-6 Engine is used on Armoured Recovery Vehicle ARV WZT-3. In this Engine Supercharger is used for the intake air booster. This Engine is not having flywheel assembly and starter motor and directly engaged with transmission coupling. The Engine is having dry oil sump, separate oil tank setup is provided in the equipment and the oil is cooled by separate coolers.
 - The Engine is need to start by air starter, separate Air reservoir tank is available in the vehicle and the pressurized air is passing to combustion chamber thru distributor
2. The Request for Quote (RFQ) consists of five parts as indicated below.
- (a) **Part I.** Contains General Information and Instructions for the Bidders about the RFQ such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III.** Contains Standard Conditions of RFQ, which will form part of the Supply Order with the successful Bidder.
 - (d) **Part IV.** Contains Special Conditions applicable to this RFQ and which will also form part of the Supply Order with the successful Bidder.
3. This RFQ is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFQ, should it become necessary at any stage.

PART I – GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender ref: -

<u>CRITICAL DATE SHEET</u>			
Ser No	Item	Date	Time
(a)	Published Date	16.02.2024	
(b)	Clarification Start Date	20.02.2024	9.00 AM
(c)	Clarification End Date	22.02.2024	4.00 PM
(d)	Pre bid meeting	24.02.2024	10.00 AM
(e)	Bid Submission End	26.02.2024	5.00 PM
(f)	Technical Bid Open	28.02.2024	AS PER DIRECTIVES OF BEML MANAGEMENT
(g)	Bid Opening start (Commercial)	WILL BE INTIMATED LATER	
(h)			

2. **Manner of Depositing the Bids.** The Bid is TWO Bid system. A. Technical Bid & B. Commercial Bid. Commercial information what so ever should not be referred in technical bid. The bids shall be submitted in the following manner:

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- (a) **E-Bid Cover- I.** Cover- I will contain the **Technical Bid** consisting of following documents in a **single PDF File and shall be submitted online only:** -

- (i) Certificate of acceptance of terms and conditions of RFQ on firm's letter head as per **Annexure 'A'** (Scanned and uploaded).
- (ii) Clause by clause compliance of specifications certificate as per **Annexure 'B'**. (Scanned and uploaded). And **Annexure-F**
- (iii) **Undertaking.** The bidder shall furnish an undertaking as per **Annexure 'C'**.
- (iv) Scanned copy of bid declaration certificate as per **Annexure 'D'** or in case EMD exempted necessary proof of exemption to be submitted.
- (v) Audited balance sheet of last three financial years and IT return filed by firm.
- (vi) Average annual turnover of bidder should be 16 Crore (for last three years). Average annual sales turnover certificate for past three years to be enclosed with the bid.
- (vii) Self- Certification of Cass-I/II local supplier along with local content. False declarations will be treated as breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. Certificate of Indigenization content be submitted as per **Annexure 'E'**.
- (viii) Qualification criteria should be mandatorily filled in all respects and submitted as per **Annexure - Q**
- (ix) **Model Certificate for Tenders under Bidders from Specified Countries.** The bidder shall furnish a certificate as per **Annexure 'G'**.

- b) **Cover- II.** The **Commercial bid** should be submitted by the bidder for **Option I and Option II** duly digitally signed thru online mode only the bidder should not disclose the commercial value in the technical bid document

3. **Bidders from Specified Countries.**

(a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

(b) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(c) “Bidder (or entity) from a country which shares a land border with India” for the purpose of this Order means: -

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(d) The beneficial owner of the purpose of (c) above will be as under: -

(viii) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation.

(aa) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

(ab) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;

(ix) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(x) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person,

has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(xi) Where no natural person is identified under sub para (viii) or (ix) or (x) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(xii) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain or control or ownership.

(e) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

(f) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(g) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

(h) If the bidder was validity registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items / services required is as follows:

Ser No	Item Part No & Nomenclature	Applicability	Qty	Scope of Work
(a)	Assy of Complete Engine (V46-6) (DrgNo 3300-00-26 / 3300-00-27CX) and SPTA items.	ARV WZT3/ Tank T-72	Initial req.: 2 Nos <i>Tentative requirement: 200 Nos.</i>	Annexure -F

2. **Apportionment of Quantity:**

Buyer reserves the right to apportion the quantity among 2 (two) bidders in the ratio of **50: 50** starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated.

3. **Technical Details.**

- (a) Specifications/Drawings : **Drawing Number- 3300-00-26 / 3300-00-27CX**
- (b) OH agency shall source the parts from the DGQA approved vendors
- (c) Acceptance Test Procedure (ATP) : **As per OEM recommendation of OH Agency.**
- (d) Technical ~~drawings~~ ATP Approval: After selection of OH Agency

4. **Terms of Delivery.**

Engines shall be collected from BEML Limited, Engine Division, Mysore by the OH agency by submitting the Bank guarantee for the cost of new engine (Value of the BG will be indicated during finalization of the contract) Cost of transportation will be borne by the Overhauling (OH) agency.

- (a) The complete engine should be checked by the representative of the OH agency at consignee's premises for any deficiency or missing parts. No claim on account of deficiency or missing parts will be entertained after the acceptance of the engine by representative of the OH agency. The engine shall be handed over for Overhaul (OH) by the consignee in the condition required, fully equipped with the details of all detachable and removable units/parts. The engine will be handed over to the OH Agency after a joint inspection by OH agency rep & BEML Rep.

c) Advance Sample:

Option - I: 02 (Two) Nos of overhauled engines to be supplied after Pre-Dispatch Insp (PDI) by BEML / CQA (BEML) reps at OH agency premises. The successful bidder should offer overhauled engine for inspection within 6 months from the date of PO placement. After clearance from BEML/CQA reps, the engines need to be dispatched within 15 days.

- (i) **Test Bench Evaluation.** Both Engines will be subjected to 'Test Bench Evaluation' under the arrangements and location decided by the OH agency. During 'Test Bench Evaluation' the engine will be subjected to machine-based testing using dynamometer for 05 hrs. {2.5 hrs. (running-in) + 1.5 hrs. (operation mode) + 0.5 hrs. (prelim test) + 0.5 hrs. (acceptance test)}.
- (ii) **Fitment Trials.** After clearance of Test Bench Evaluation, one engine will be fitted on a tank (WZT-3) at BEML. After fitment, the engine shall be further subjected to static run for 15 hrs. and run trial for 20 kms at workshop location. The spares required for fitment trials will be provided by BEML.

(iii) **Evaluation Directive.** Evaluation directive for 'Test Bench Evaluation' and 'Fitment Trials' will be prepared by BEML in mutual consultation with the firm. Final evaluation directive will be provided by BEML in consultation with other OEM experts / Customer within 120 days of placement of contract.

(iv) **Inspection Team.** The inspection team for 'Test Bench Evaluation' and 'Fitment Trials' will comprise of representatives of BEML, consignee and CQA(BEML).

(v) Transportation cost of advance sample-engines for 'Test Bench Evaluation' and 'Fitment Trials' (to & fro, submission of rectified sample) shall be borne by OH agency

(vi) if advance sample is rejected at any stage (Test Bench Evaluation or Fitment Trials), the same will be rectified by the OH agency and resubmitted within 03 months of rejection of advance sample.

Option - II: 02 Nos of Overhaul engine can be done at BEML premises by OH agency. BEML will provide the Assembly bay with overhead crane facilities, Cleaning area only. Other facilities like Manpower, all OH materials, tools & Fixture, supervision, special measuring instrument etc., are in the scope of OH Agency. **OH Agency has to submit the sperate commercial Bid for the Option-II also.**

(d) **Bulk Production Clearance.** On successful 'Test Bench Evaluation' and 'Fitment Trial' of 1+1 number of advance samples of overhauled engine, BPC will be accorded by BEML in consultation with CQA(BEML).

Tentative Bulk Production Batchwise quantity: Batch I - 50 Nos

Batch II– 100 Nos

Batch III – 200 Nos.

The bidder please note, the quantity may be any one of the Batch Only based on the market demand. In view of this bidder to quote separately for each batch quantity.

OH Scale. The Overhaul (OH) Scale of T-72/WZT-3 Engine is attached as **Annexure 'H'**. The following shall be ensured during OH-by-OH agency: -

(i) Must change parts in the OH scales shall be 100% replaced by the OH agency.

(ii) Must change parts not replaced by the OH agency to be endorsed in the OH report by the vendor.

(e) Overhauled engines shall be delivered by OH Agency at consignee location, BEML Engine Division, Mysore/BEML KGF Division The overhauled engine will be accepted by the user rep at BEML after carrying out Joint Receipt Inspection (JRI). Any defects observed shall be rectified by the OH agency free of cost in situ. **JRI will be composed of user representative and OH Agency.**

(f) **Delivery Period (BPC):.** Delivery Period (DP) will be within 6 months from the date of collecting the engine by OH agency from BEML Limited, Engine Division, Mysore. LD is applicable for Late delivery as per the BEML standard terms.

(g) **Transportation.** Transportation of OH engine is under scope of OH agency. Should include Insurance cover for the total value of the Engine.

(h) **Engines Declared Beyond Economical Repair (BER)/Unsuitable for OH.** Any engine found to be BER/unsuitable for OH by OH agency after dismantling at his premises, will be subjected to Joint Inspection by OH agency & BEML representative. Dispatching of these engines back to BEML will also be responsibility of OH agency.

(i) Please note that Contract can be cancelled unilaterally by the Buyer in case overhauled engines are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD, RR and Denial Clause. Buyer reserves the right to reduce the quantities in either part or full if contractual obligations are not met by OH Agency in stipulated time period of Supply Order.

(j) When the supplies do not materialize by the stipulated contract delivery date, the purchaser has the option of: -

(i) Extending the delivery date with imposition of LD and denial clause, which implies denial of increase in price, taxes, duties, etc. taking place during the extended period.

(ii) Cancelling the contract and repurchasing the non-supplied quantity with applicable contractual terms like encash of BG & Risk Purchase Clause

5. **Acceptance of Quantity and Completeness of Engine.** The engine shall be considered as delivered by the OH agency and accepted by the buyer with regard to the quantity and completeness of the engine in accordance with the provisions of the contract.

6. **Claim.** Buyer has the right to make claim on the OH agency for: -

(a) **Quality of the OH Engine.** In case of its non-conformity to the quality specified in the Indent or Quality Assurance norms for OH of the engine, as specified in the Contract.

(b) **Quantity of the OH Engine.** In case of non-conformity of quantity to those specified in the packing list (shortage inside packing) on condition that the OH engine arrived at the place of destination in undamaged packing or in case the responsibility of the Carrier has been specified/provided in this regard.

7. **Period for Lodging Claims.** The claims for shortfall in quality and quantity of the OH eqpt should be lodged (in case of proven fault of the OH agency) not later than one hundred twenty calendar days from the date of receipt of OH engine by the ultimate consignee.

8. **Particulars to be Specified in the Claim.** The claim should specify the quantity and description of the defective OH engine, subject and reason for the claim.

Public Procurement (Preference to Make in India)

9. Preference shall be given to Class I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/ Notifications issued by concerned Nodal Ministry of specific Goods/Products. The 'local content' requirement to categories a supplier as 'Class I local supplier' is minimum 50%. For 'Class II local supplier' the local content requirement is minimum 20%.

10. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. The class I local supplier/ class II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for class I / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made. In case the bid value is more than Rs 10 crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 16 Sep 2020.

11. Class- II Local Suppliers and Non-Local Suppliers may also participate in the bidding process along with Class I local Suppliers. However, 'Class-II local supplier' and 'Non – local supplier' will not get purchase preference. Eligible micro and small enterprises will also be allowed to participate.

12. 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure: -

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier' the

contract will be awarded to L1.

(b) If L1 is not 'Class-I local supplier' the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within 20% margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

PART III – STANDARD CONDITIONS OF RFQ

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Quote mentioned below which will automatically be considered as part of the Supply Order concluded with the successful Bidder (i.e. OH Agency in the Supply Order) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Supply Order.** The Supply Order shall come into effect on the date of signatures of both the parties on the Supply Order except when some other effective date is mutually agreed to and specifically indicated/provided in the Supply Order and shall remain valid until the completion of the obligations of the parties under the Supply Order. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration

4. **Penalty for Use of Undue Influence.** The OH Agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the OH Agency or any one employed by him or acting on his behalf (whether with or without the knowledge of the OH Agency) or the commission of any offers by the OH Agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders with the OH Agency and recover from the OH Agency the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the OH Agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the OH Agency towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the OH Agency to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The OH Agency confirms and declares to the Buyer that the OH Agency is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any

individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Supply Order to the OH Agency; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The OH Agency agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the OH Agency has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the OH Agency will be liable to refund that amount to the Buyer. The OH Agency will also be debarred from entering into any Supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the OH Agency who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.

6. Access to Books of Accounts. In case it is found to the satisfaction of the Buyer that the OH Agency has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the OH Agency, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Supply Order documents. Except with the written consent of the Buyer/ OH Agency, other party shall not disclose the Supply Order or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages. In the event of the OH Agency's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of engine, training, etc as specified in this Supply Order, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order. The BUYER may also deduct from the OH AGENCY as agreed, liquidated damages to the sum of **0.5%** of the Supply Order price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of delayed stores.

9. Termination of Contract. The Buyer shall have the right to terminate this Supply Order in part or in full in any of the following cases: -

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **90 days** after the scheduled date of delivery.

(b) The OH Agency is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than **180 days**.

(d) The Buyer has noticed that the OH Agency has utilised the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(f) If the OH Agency fails to delivery any or all the Goods within the period specified in the Supply Order, or within the period specified in the Supply Order, or within any extension thereof granted to the Buyer.

(g) If the OH Agency fails to perform any other obligations(s) under the Supply Order.

(h) In case of non-submission of PBG within the stipulated period.

(j) When both parties mutually agree to terminate the Supply Order.

(k) When the item offered by the supplier repeatedly fails in the inspection and/ or the supplier is not in a position to either rectify the defects or offer items conforming to the Supply Ordered quality standards.

(l) Any special circumstance, which must be recorded to justify the cancellation or termination of a Supply Order.

(m) Any fact which comes to the notice of the buyer which is detrimental to the terms and conditions of the RFP.

(n) In case of any delay by OH Agency in late submission of documents/bonds/guarantees and on crossing the max permissible limit of 10% LD charged on account of not meeting the Supply Order obligations as given in Supply Order.

(o) "In case of failure of supply under sub clause (a), (b), (c), (f), (g), (k), (m) & (n) the Bank Guarantee of the supplier will be liquidated thereof."

10. Notices. Any notice required or permitted by the Supply Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting. The OH Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.

12. Patents and other Industrial Property Rights. The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The OH Agency shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The OH Agency shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. Amendments. No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

14. Taxes and Duties.

General

(a) If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the OH Agency in their bid relevant certificate be issued by the buyer to enable the OH Agency to obtain exception from taxation auth.

(b) Any changes in levies, taxes and duties levied by Central/State/Local government such as GST Octroi/entry tax etc on final product upward as a result of any statutory variation taken place within Supply Order period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the OH Agency. Similarly, in case of downward revision in such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the OH Agency. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc, if any, obtained by the OH Agency. As per section of GST Sales of Goods Act will be relevant in this situation.

(c) Levies, taxes and duties levied by Central/State/Local government such as GST Octroi/entry tax on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and he may not be indicated separately. OH Agency is required to include the same in the pricing of their product.

GST

(d) Where the GST is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the GST authorities.

(e) Bidders should note that in case any refund of GST is granted to them by GST authorities in respect of Stores supplied under the Supply Order, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the GST, originally paid for the stores supplied under the Supply Order. In case of their failure to do so, within 10 days of the issue of the GST refund orders to them by the GST Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the GST Authorities without any further reference to them from any of their outstanding bills against the Supply Order or any other pending Government Supply Order and that no disputes on this account would be raised by them.

(f) The OH Agency is also required to furnish to the Paying Authority the following certificates: -

(g) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to the OH Agency during three months immediately preceding the date of the claim covered by the relevant bill.

(i) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ii) A certificate along with the final payment bills of the OH Agency to the effect whether or not they have any pending appeal/protest for refund or partial refund of GST already reimbursed to the OH Agency by the Government pending with the GST authorities and if so, the nature, the amount involved, and the position of such appeals.

(iii) An undertaking to the effect that in case it is detected by the Government that any refund from GST Authority was obtained by the OH Agency after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the OH Agency to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the OH Agency's outstanding bills against that particular Supply Order or any other pending Government Supply Orders and that no dispute on this account would be raised by the OH Agency.

(h) Unless otherwise specifically agreed to in terms of the Supply Order, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the Supply Ordered stores taking place during the pendency of the Supply Order.

Other Taxes

(j) Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. OH Agency should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(k) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the OH Agency to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Basic Customs Duty

(l) For imported stores offered against forward delivery, the Bidder shall quote prices hereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number.

(i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required

to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer Supply Order/Contract number..... dated.....

(m) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(n) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

PART IV– SPECIAL CONDITIONS OF RFQ

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFQ mentioned below which will automatically be considered as part of the Supply Order concluded with the successful Bidder (i.e. OH Agency in the Supply Order) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee Indigenous cases.** The Bidder will be required to furnish a Performance Guarantee in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safe guarding the purchaser's interest in all respects for a sum equal to **5%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days beyond the date of warranty.**

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFQ till placement of the Supply Order, Buyer reserves the right to **25 %** plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the OH Agency. While awarding the Supply Order, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous OH Agency.** The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% payment will be made on acceptance of overhauled engines by Joint Receipt Inspection team at BEML Engine Division, Mysore **on pro-rata basis and** as per BEML standard payment terms.

4. **Advance Payments.** No advance payment(s) will be made.

5. **Specification.** The OH Agency guarantees to meet the specifications as per Part-II of RFQ and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per deifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the OH Agency before supply to the Buyer. The OH Agency, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the engine. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within **90 days** of affecting such up gradation/alterations.

6. **Packing and Marking.** The following Packing and Marking clause will form part of the Supply Order placed on successful Bidder –

(a) The OH Agency shall provide packing and preservation of the engine and spares for the overhauled engines so as to ensure their safety against damage in the conditions of land, sea and air transportation, Tran-shipment, storage and weather hazards during transportation, subject to proper cargo handling. The OH Agency shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special engine, which cannot be packed.

(b) The packing of the engine and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the OH Agency's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. The cartons shall be then packed in packing cases as required.

(i) Part Number:

(ii) Nomenclature:

(iii) PO annex number:

(iv) Annex serial number:

(v) Quantity Supply Ordered:

(vi) Date of Overhaul:

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The OH Agency shall mark each package with indelible paint in the English language as follows:

-(i) Contract/Supply Order No. -----

(ii) Consignee -----

(iii) Port / airport of destination -----

(iv) Ultimate consignee -----

(v) OH AGENCY -----

(vi) Package No. -----

(vii) Gross/net weight: -----

(viii) Overall dimensions/volume: -----

(ix) The OH Agency's marking.

(f) If necessary, each package shall be marked with warning inscriptions:

<Top>, "Do not turn over", category of cargo etc.

(g) Should any special engine be returned to the OH Agency by the Buyer, the latter shall provide normal packing, which protects the engine and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the OH Agency.

7. **Quality.** The quality of the overhauled engines delivered according to the present Contract shall correspond to the technical conditions and specifications enumerated as per RFQ and shall also include therein modification to

the stores suggested by the Buyer. Such modifications will be mutually agreed to. The OH Agency confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before 6 months of offering it for inspection, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified engine are backward integrated and interchangeable with same engine supplied by the OH Agency in the past if any.

8. **Quality Assurance.**

(a) **Pre – Inspection Clause.**

(i) OH Agency must satisfy themselves that the stores are in accordance with the terms of Supply Order and fully conform to the required specification by carrying out a thorough pre-inspection of each lot before actually tendering the same for inspection to the inspecting office nominated under the terms of Contract. A declaration by the Contract along with the challan. The declaration will also indicate the method followed in carrying out pre-inspection/declaration.

(ii) If the inspecting officer finds that pre-inspection of the consignment as required above has not been carried out, the consignment is liable to rejection.

(b) **Pre-Dispatch Inspection (PDI).** Whenever firm is ready for machine-based testing, it will intimate BEML. The BEML representatives may witness the machine-based testing and OH agency to carry out pre-dispatch inspection of the overhauled engines in a lot of minimum 05 engines at firm's premises in the presence of BEML rep... PDI and Machine based testing will be done as per ATP OEM's recommendation under the firm's arrangements.

(c) Vendor shall be required to provide a monthly progress report on **critical to quality** manufacturing, inspection and supply status of the store to procurement/ inspection agency and further quarterly feedback and performance report for the overhauled engine under use at consignee end shall be submitted.

(d) **Certificate.**: A certificate to be provided by the vendor for critical quality process and engine performance test certificate.

9. **Quality Assurance Officer.**

(a) Pre-Dispatch Inspection will be carried out by **QE team assigned by BEML** of the area concerned, or his authorized representative at OH Agency premises.

(b) The mode of Inspection at consignee location will be Joint Receipt Inspection comprising of user representative, consignee representative,

(i) User Representative – To be detailed by BEML.

(ii) Consignee representative – From respective consignee locations.

10. **Franking clause.** The following Franking clause will form part of the Supply Order placed on successful Bidder -

(a) **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

(b) **Franking Clause in the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not have the effect of keeping the Supply Order alive. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

11. **Warranty Regarding Technical Life, Breakdown, etc.**

(a) Technical life period of the OH engine shall be stated in logbooks and other technical documents submitted by the OH agency to the consignee and shall have warranty of **30 months** from the date of acceptance of overhauled engines by JRI teams at consignee location.

(b) If within the period of warranty, the goods/services are reported by the **consignee** to have failed to

perform as per the specifications, the **OVERHAUL AGENCY** shall either replace or rectify the same free of charge, within maximum 45 days of notification of such defect by the **consignee** provided that the goods are used and maintained by the **consignee** as per instructions contained in the Operating Manual. Warranty of the engine would be extended by such duration of downtime. Record of the down time would be maintained by user. Spares and all consumables required for warranty repairs shall be provided free of cost by **OVERHAUL AGENCY**. Responsibility of all activities including diagnosis, rectification, calibration, transportation etc., required for making engine serviceable and available would be of the **OVERHAUL AGENCY**. The **OVERHAUL AGENCY** will also undertake to diagnosis, test, adjust, calibrate and repair/replace the goods/engine arising due to accidents by neglect or misuse by the operator during the warranty period. The **OVERHAUL AGENCY** shall intimate the assignable cause of the failures.

12. **Correctness of the Quality and Quantity.** On receipt of stores at consignee's premises, the stores are checked for ascertaining the correctness of quality, quantity and documents. In case the stores are found deficient in any way, the consignee has the right to reject the stores even if these were inspected and cleared by the Inspector.

13. **Joint Defect Investigation.** OH agency should be available for Joint Defect Investigation and corrective and preventive action of complete contractual consignment.

14. **Pre-Integrity Pact Clause (PIPC).** An "Integrity Pact" would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs 20 Crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The format of Pre-Integrity Clause will be as per Form DPM-10 (available in MoD website and can be provided on request). The essential elements of the Pact are as follows: -

- (a) No separate Earnest Money/Security Deposit/IPBG will be sought against IP.
- (b) Earnest Money Deposit (EMD) will act as security for IP till signing of contract.
- (c) PBG/WBG as the case may be, shall cover the IP till completion of all contractual obligations.
- (d) As per Govt Directives, the Pre-Integrity Pact will be linked with EMD/PBG/WBG whichever applicable at the stage of Procurement, thus any violations in Pre-Integrity Pact will lead to forfeiture of EMD/PBG/WBG as applicable.
- (e) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder").
- (f) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.
- (g) A statement by each Bidder that it has not paid, and will not pay, any bribes.
- (h) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges.
- (j) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligations as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (k) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- (l) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - (i) Denial or loss of contracts.

- (ii) Forfeiture of the Bid security and performance bond.
- (iii) Liability for damages to the principal and the competing Bidders.
- (iv) Debarment of the violator by the Principal for an appropriate period of time.
- (m) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company).

15. **Special terms and Conditions:**

- a. The participating vendor should not have been black listed by any agency for whatever reasons.
- b. The Successful bidder should submit the Bank Guarantee for the issue of materials / engines (FIM) engine which we will be giving to the vendors for the value equivalent to value of the New Engine (Value of new engine will be indicated post contract)
- c. Vendor should source the aggregates from the DGQA approved sources only.
- d. Vendors to indicate the facilities available to do the OH of the Engines and also engine test facilities. Which to be verified by BEML team before opening of the PRICE BID.
- e. Vendor should give an undertaking that he has agreed for all the terms and conditions of the tender.

ALL NECESSARY DOCUMENTS AS PER TENDER AND ADDITIONAL TO BE PROVIDED AS AND WHEN REQUIRED. INTERGRITY PACT TO BE PROVIDED AS PER THE FORMAT IF THE VALUE CROSSES Rs. 1 CRORE.

BIDDERS ARE REQUESTED TO GIVE BUDGETARY QUOTE SEPERATELY FOR THE FOLLOWING QUANTITIES.

Batchwise quantity:

Batch I - 50 Nos

Batch II- 100 Nos

Batch III – 200 Nos.

**THE ABOVE BATCH WISE QTY IS ONLY AN INDICATIVE QTY.
THE SAME WILL NOT BE CONSIDERED FOR EVALUATION OF L1 / L2
SUPPLIER.**

FOR ANY TECHNICAL CLARIFICATION BIDDERS ARE REQUESTED TO CONTACT THE FOLLOWING PERSONS:

1) Mr. NANJUNDA NAIKA R

DGM (CHIEF OF PLANNING ENGINE DIVISION)

MYSORE

CONTACT NUMBER: 9845611085

2) Mr. K PRABAKARAN

AGM (PRODUCT ENGG)

MYSORE

CONTACT NUMBER: 8762356885

BIDDERS HAVE TO FILL THE QUALIFICATION CRITERIA AS PER ANNEXURE Q BROUGHT OUT IN THE RFX. THE OH AGENCY WILL PROVIDE THE ATP INLINE WITH THEIR OEM PARTNER AND BEML WILL APPROVE AFTER SELECTION OF OH AGENCY.

TENDER CONDITIONS ACCEPTANCE

LETTER

(To be given on Firm's Letter Head)

Date
: To,

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No: _____

Name of Tender/Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

_____ as per your advertisement, given in the above-mentioned website(s).

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender documents from Page

No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the

Supply Order agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.

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

4. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. . The documents submitted online on BEML webpage as mentioned in para 7 of part-I of RFQ is the true copy of the documents.

6. In case any provisions of this tender are found violated, your department/ Organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against dept in satisfaction of this condition.

Yours
Faithfully, (Signature of the Bidder,
with Official Seal)

CLAUSE BY CLAUSE COMPLIANCE OF SPECIFICATION
CERTIFICATE

Date
: To,

(To be given on Firm's Letter Head)

SUB: ACCEPTANCE OF CLAUSE BY CLAUSE COMPLIANCE OF SPECIFICATION

Tender Reference No: _____
Name of Tender/Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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

2. I/ We hereby certify that I/ we accept all clauses **Drg No** _____ **along with related Specifications.**

OR

I/ We do not accept following clauses of **Drg No** _____ **along with related Specifications.**

Clause Ref

Reason for non-acceptance

(a)

(b)

(c)

Notes: -

1. **Please strike out whichever is not applicable.**
2. **The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.**
3. **The certificate will be scanned, digitally signed and uploaded.**

UNDERTAKING

Undertaking on Blacklisting.

(i) “We, M/s..... certify that the firm has not been blacklisted or banned by any Govt Deptt on any account”.

OR

(ii) “We, M/s have been blacklisted/banned by the(Name of agency/Deptt) as per following details: -

Signed by:

Date:

Official stamp:

Notes: -

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or any person auth to do soon behalf of the owner.
3. The certificate will be scanned, digitally signed and uploaded.

EMD BANK GUARANTEE FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted their offer dated _____ for the supply of _____ (hereinafter called the "Bid") against the Buyer's Request for Quote No _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound up to _____ (here in after called the "Buyer") in the sum of _____ for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

The conditions of obligations are: -

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.
- (3) If the bidder violates Pre-Contract Integrity Pact.

We undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the bid validity period/contract signing whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & address of the Bank and address of the Branch Seal,

name & address of the Bank and address of the Branch

VENDOR'S CERTIFICATE

This is to certify that we, _____ (Name of Prime Vendor/Tier Vendor) have achieved/are offering the following IC in the accompanying delivery under contract/equipment being offered for trials/prototype/delivery, as defined under the Defence Acquisition Procedure and as required under the RFQ/Contract (tick whichever is applicable) No. _____ dated _____.

Signed by:

'Responsible Designated Official' Seal of Vendor -----(Name of Vendor) Date:

AUDITOR'S CERTIFICATE

We (legal name of Verification Firm) _____, established in _____ (Full address) represented for signature of this Verification Certificate by _____ (Name and designation of Authorised Representative), hereby certify that:

The above mentioned Indigenous Content (IC) proforma has been examined and all checks of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our Verification, the Indigenous Content percentage _____ % (in numbers and words) reflected in the above mentioned proforma has been achieved by _____ (Name of Vendor) during the manufacture of _____ (Name of Equipment).

Certified by:

Statutory Auditor/ Cost Auditor/Certified or Seal of Verification Firm Licensed Cost Accountant / Chartered Accountant (as applicable) Date: (Name /Name of Firm)
Membership Number / Registration Number

SCOPE OF WORK FOR OVERHAULING OF V46-6 ENGINES

Scope of Work (SoW):

1. This SoW consists of the following activities and methods, procedure, process to be followed during overhauling of V46-6 engine including the technical requirement.

- (a) All the engines which are due for overhauling will be collected by OH agency from respective consignee location post due inspection by rep of overhaul agency and user rep. After overhauling, firm will deposit the engines back to same consignee locations.
- (b) These engines will undergo visual inspection, dismantling, stripping and washing of components as per sequence and condition monitoring of all components will be examined as per ToT documents with OH agency.
- (c) The components other than acceptable and repairable will be classified as rejected components and will be replaced with new components.
- (d) All components are subjected to 100% inspection and reclamation procedure as per ToT documents with OH agency will be carried out depending upon the wear pattern.
- (e) Accordingly, all repairable components will undergo reconditioning to OH size.
- (f) All critical high precision components will be replaced/repared as per the OH parts (MC/CC) attached as Annexure 'I'. (OH Agency should inform to BEML if any changes of P.No. listed in the Annexure-I as compared to the OEM part no. of V46-6 Engine for ARV WZT-3 Engine application)
- (g) During assembly, the Engine will be fitted with the same components, parts and assembly units, which were accepted after re-conditioning.
- (h) Performance of the sub-assemblies and aggregates will be as per the OEM's ATP with OH agency.
- (j) The assembling of engine will be as per the technical documents of V46-6 engine duly certified by OH agency.
- (k) Engine Performance test criteria of engines will be followed as per the OEM's ATP
- (l) The preservation of engine also shall be as per the OEM's ATP with OH agency.
- (m) The packing of engine also shall be as per the OEM's ATP with OH agency
- (n) All system hoses have to be provided as an engine installation kit.

Annexure ‘G’

FORMAT FOR CERTIFICATION OF INDIGENOUS CONTENT
CERTIFICATE FOR TENDERS UNDER BIDDERS FROM SPECIFIED COUNTRIES **MODEL**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a landborder with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)”.

Date:

Signed by:
Official stamp:

Notes: -

1. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of theowner.
2. The certificate will be scanned, digitally signed and uploaded.

QUALIFYING CRITERIA

Question	Response Yes/No	Remarks
OH agency shall be an established Engine manufacturer / assembly of Engine & Testing with the capability to manufacture/overhaul of V46-6 engines in the range specified.		
OH Agency shall indicate capability to manufacturing of Engine parts / overhauling of V46-6 engine		
<p>Participant Profile:</p> <p>The OH Agency shall be a reputed Engine manufacturer/testing and shall have an experience of supplying for not less than 10 years.</p> <p>Please mention if the OH agency have manufactured / overhauled and supplied V46-6 engine / similar type Engine.</p>		
overall performance responsibility for Engines after Overhauled /manufactured		
After Bid submission, shall BEML team can visit OH agency to access the facility available at OH agency.		

GENERAL GUIDELINES:

The following details should be submitted along with bid documents

- Company profile, giving details of current activities and management / personnel structure.
- Highlight the infrastructure available / modalities to take up the project.
- Any other relevant information considered necessary for successful implementation of the proposed scope of work.