BEML LIMITED

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

NOTICE INVITING TENDER

Revision 1

SRM BID NO: 6300039230 DT: 20.12.2024

Subject: For Manufacturing and supply of Transfer case with Installation support for LAMV.

Quotation/offer are invited from Original Equipment Manufacturer (OEM) in India for supply of "Manufacturing and supply of Transfer Case with Installation support" as per drawing to part no 521TC02004 with reference to PTS within the tender closing date.

Quotations should be submitted online (E-mode) in SRM Portal which is Two-Bid system consisting of :

1) **Technical Bid**
2) **Commercial Bid**

Note: 1. Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.

2. No commercial terms to be indicated in the technical bid else the offers of such bidders will be rejected and not considered for further commercial evaluation

3. Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. **(applicable only for SRM tenders)**

4. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan, Deputy General Manager) or can contact BEML Limited through e-mail: admin.srm@beml.co.in to obtain the username and password for submitting the bids**. (applicable only for SRM tenders)**

5. Tender / relevant documents can be uploaded with seal and sign or can also be digitally singed.

6. Bidders may visit BEML to seek clarification / study before submission of quote at their own expenses.

Note: - The tender consists of 51 no. of pages including this page.

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Disclaimer

This tender is neither an agreement and nor an offer by BEML Ltd to the prospective bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this tender.

This tender includes statements, which reflect various assumptions and assessments arrived at by BEML Ltd in relation to the tender. This tender document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this tender. Wherever necessary, BEML Ltd reserves the right to amend or supplement the information, assessment or assumptions contained in this tender. BEML Ltd reserves the right to withdraw the tender or foreclose the procurement case at any stage. The issuance of this tender does not imply that BEML Ltd is bound to shortlist a Bidder for the tender. BEML Ltd also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

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1. General Instructions to Bidders:

1. The Bidders are advised to carefully go through, read and understand this tender document completely including terms and conditions, Annexures and Appendices etc. before submitting bids
   a. This NIT is not transferable under any circumstances.
   b. All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
   c. All the corresponding documents shall be attached along with the quotation/offer
   d. The bidder shall read and understand each and every page of tender document before submitting the tender or tender document and the tender document to be uploaded digitally / manually signed. No corrections/revisions will be entertained after opening the bids.
   e. Late and/or incomplete tender shall not be considered.
   f. Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
   g. Bidder shall ensure that all the information & documents submitted by them are true & correct.
   h. In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
   i. In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity. The PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.
2. Abbreviations used in this NIT

SRM– Supplier Relationship Management	BEML -BEML Limited
NIT- Notice Inviting Tender	PBG – Performance Bank Guarantee
PTS- Procurement Technical Specification	PO-Purchase order
GTC- General Terms and Conditions	GeM – Government E Market portal

3. In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
4. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
5. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
6. All the documents shall be uploaded in SRM/GEM Portal.
7. Fax/email quotations are not acceptable.
8. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder

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2. DETAILS OF THE TENDER

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for “LAMV Transfer Case to part no 521TC02004”

2.1 The tender consists of two parts as indicated below:

Sl. No.	Nature of Bid	Mode of Submission	Details
1	**Technical Bid**	**SRM / ~~GEM~~ Portal**	Technical Bid (Without Price Details) shall be uploaded and submitted in the GEM/ SRM Portal, wherein only technical Bid /technical information GEM/ ~~SRM~~ Portal shall be uploaded
2	**Commercial Bid**	**SRM / ~~GEM~~ Portal**	Price details to be duly filled in specified field on SRM/ GEM Portal. Price quoted to be inclusive of all applicable taxes and duties and break up of taxes to be provided upon opening of price bid Evaluation is based on the total bid value.

2.3 Key Points

Sl no	Particulars	Remarks
1	Tender no: date	6300039230 Dt: 30.11 .2024
2.	Tender Closing date and time	On 04.01.2024 at 16:00 Hrs.
2a	Technical bid closing date and time	On 04.01.2024 at 16: 00 Hrs
2b	Price bid closing date and time	Will be intimate later.
3	Tender subject	Manufacturing and supply of Transfer Case with Installation support
4	Part no and description	521TC02004 Transfer Case
5	Quantity required	2 nos
6	Minimum Indigenous Content	20% (as per public Procurement (Preference to Make in India), Order 2017 and thereof amendment, Ref: No P-45021/2/2017/-PP(BE-II) Dt: 16.09.2020
7	Place of Delivery	BEML KGF / Palakkad / Mysore Plant (to be confirmed during placement of order)
8	Delivery lead time for supplies	2 to 3 months from the date of Ordering,
9	Liquidated damages	Applicable for this RFQ
10	Warranty terms	24 months
11	Pre-bid meeting	Not applicable
12	EMD Amount	Not applicable
13	PWBG Amount (Performance cum Warranty Bank Guarantee clause	5% of Total contract price including taxes and duties.
14	Technical assistance for submitting the bid in SRM portal contact:	In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr. Krishna Mohan)

Contact person	Derick Vincent , Manager , FPIIC (Futuristic Product Innovation & Incubation Centre) Email: derick.vincent@bemlltd.in

3. General Requirements

3.1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Engineering Support Package (ESP) and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

3.2 The Bidding documents, including this RFQ and all attached documents provided by the BEML, are and shall remain or become the property of the BEML. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the BEML will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid and IPBG, as relevant).

3.3. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. The BEML will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BEML may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BEML or as may be required by law or in connection with any legal process.

3.4. **Confidentiality of Information**. No party shall disclose any information to any 'Third Party' concerning the matters under this RFQ generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the subcontractors, consultants, advisors or the employees engaged by a party with equal force.

Business Eligibility

3.5(a). **Undertaking by Bidders**. The Bidder will submit an undertaking that they are currently not banned / debarred / suspended from doing business dealings with Government of India / any other government organization and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the subcontractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

3.5(b). Subsequent to submission of bids if any sub-contractor(s)/supplier(s)/technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its subcontractor(s)/ supplier(s)/technology partner(s) within two weeks of such order being made public.

3.5(c). The bidder is eligible to participate in bidding process in terms of Ministry of Finance/Department of Expenditure Order No F.7/10/2021-PPD (1) dated 23.02.2023 and undertakes that its equipment does not contain any product /(s) made/manufactured/assembled using components received from a vendor belonging to countries sharing land border with India if not being registered with the competent authority.

3.6. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the Technical Evaluation Committee.

3.7 Year of Production. Deliverables i.e. Quantity 2nos Transfer Case supplied under the contract should be of latest manufacture i.e. manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life (other

than permitted running hours during assembly/ acceptance trials) at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.

3.8 Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of supply of deliverables and their components under the contract.

3.9 **Patent Rights**. The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries

3.10 **Performance Cum Warranty Bank Guarantee Clause**. A Performance cum Warranty Bank Guarantee (PWBG) of 5% (or as applicable at the time of signing of contract in accordance with GOI guidelines) of value of the Total Contract Price including taxes and duties would be furnished by the bidder in the form of a Bank Guarantee to sequentially act as Performance Bank Guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the bidder within one month of signing of Contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the performance Guarantee is invoked by the Buyer either full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the bidder.

3.11 **Liquidated Damages (LD).** In the event of the bidder's failure to submit the documents, supply the stores / goods, perform services, conduct trails, installation of goods, training as per schedule specified in the contract, the BUYER may, at his discretion withhold cost of the specific lot / batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5/100 of the delay percentage {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery period in weeks as per contract)} of the Base Contract Price of the delayed / undelivered stores / services mentioned above for every week of delay or part of a week, subjected to maximum value of liquidated Damages being not higher than 10% of the contract price of the value of delayed stores/service (Any extension given by the BUYER for delay attributable to Buyer or Force Majeure Clause to be factored in delayed period).

3.12 **Denial clause:** In case the delay in delivery is attributable to the SELLER or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the SELLER of extension of the delivery period. In the denial clause, any increase in statutory duties and /or upward rise in prices due to the price Variation clause (PVC) and/or any adverse fluctuation in foreign exchanges are to be borne by the SELLER during the extended delivery period, while the BUYER reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variation and other variation and foreign exchanges clauses operate only during the original delivery period.

3.13 **Currency of Payment:** Indian Bidders should submit their bids in Indian Rupees.

3.14 INCOTERMS for Delivery: The delivery of goods will be FOR Basis, with ultimate Consignee as FOR, BEML KGF.

3.15 Warranty: The deliverables supplied shall carry a warranty for 24 months for each goods / store. Commencement of the warranty will be from the date of acceptance post Quality receiving Inspection at BEML for each goods / store. No spares will be drawn during the warranty period from the MRLS. All cost of scheduled servicing during the warranty period will be borne by the vendor to include spares, labour, oils, coolant and lubricants etc. Warranty Clause is given at Appendix C

3.16 Bidders should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFQ to the signing of contract.

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4. TECHNICAL REQUIREMENTS

4.1 The operational characteristics and features that should be met by the goods /stores are elucidated at Appendix A to this RFQ and compliance table at Appendix B

4.2 Operational Characteristics and Features: The board operational characteristics and features that are to be met by the equipment are elucidated at Appendix A of this RFQ.

4.3 Technical offer: The Technical offer must enable detailed understanding of the functioning and characteristics of the goods / stores as a whole and each sub system independently. It must include the performance parameters as listed at Appendix A to this RFQ and any other information pertaining to the technical specifications of the goods / stores considered important / relevant by the bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life each assembly / subassembly / store condition / environment conditions recommended and the resultant guaranteed in service / shelf life.

4.4 Technical details:

4.4.1 The technical details should be factual, comprehensive and include specifications of the offered goods / stores against the board requirement listed in Appendix A of this RFQ.

4.4.2 Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless goods / stores specific technical details are available in the offer. A format of the compliance table for the technical parameters and other conditions of RFQ is attached as Appendix B to this RFQ.

4.4.3 Malicious Code Certificate: The bidder is required to submit a Malicious Code certificate (only for Electronic items and software) along with the technical proposal. The format is placed at Appendix G to this RFQ

4.5 Evaluation of technical offers:

The technical offer submitted by the bidder will be evaluated by a Technical evaluation Committee to the confirm that the goods / services / stores being offered meets the Essential parameters as elaborated at Appendix A and other required compliance brought in Appendix B

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Appendix B

Technical Bid submission Conditions	**TECHNICAL BID (Without Price Details)** shall be uploaded and submitted in the SRM Portal, wherein only technical Bid /technical information in SRM Portal shall be uploaded as indicated below: 1. Clause by Clause compliance to PTS as given in **Appendix – A.** Also, Bidders to refer "**PTS ref no FPIIC/BEML/LAMV 4x4/ Nov 2024**" additional attachment. 2. Nature of Business of the Bidder should be a Manufacturing entity or system Integrator of Defence equipment and not a trading company, expect in cases where OEM participates only through its authorized vendors. a. To upload Incorporation certificate b. To upload PAN c. To upload GST certificate d. To upload ISO 9001: 2015 or equivalent certificate for Quality Management system. e. The bidder should have designed and supplied similar Transfer case assy in last 5 years up to last date of tender closing. (relevant PO copies and Invoices to be uploaded expected for supplies to BEML then only purchase order no can be mentioned) f. Bidder to upload enclosures related to technical & other information deemed appropriate in respect of this tender on the letter head of the company, if any. g. Photographs / Drawings if any, may be uploaded. h. Compliance to "**GENERAL TERMS AND CONDITIONS (GTC)"**. i. Compliance to Warranty Clause - **Appendix C** j. Compliance to execute confidential agreement. – **Appendix D** k. Bidders to upload duly filled, signature & stamped or digitally signed Compliance to Land border sharing Clause **– Appendix – E** l. Bidders to upload duly filled, signature & stamped or digitally signed Compliance to purchase preference under public procurement policy **– Appendix – F** m. Compliance to Malicious code (applicable for **(Applicable only for Electronic Items and software) - Appendix G** n. Bidders to upload duly filled, signature & stamped or digitally signed Compliance to Contact Details of Supplier/ Bidder **– [Appendix – H]** o. Compliance to Integrity Pact (applicable if tender value is Rs 1 cr. and above) BEML at its sole discretion reserves the right to seek the Soft/ Hard copies of the documents which are already been uploaded in SRM, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required. In such cases, only the documents uploaded in SRM Portal has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered. **If any remarks / noncompliance to above technical bid conditions made by the bidder. BEML reserves the right to accept or reject the technical bid in consideration of those remarks / non-compliances.** **NOTE**: Please note Commercial Bid /Price details should not be indicated in TECHNICAL BID, else bid will not be considered for further evaluation.

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5. Commercial requirements

The price bid to be submitted through ~~SRM~~ / GEM Portal. The following details are to be entered in the SRM Portal.

TABLE 1					
Sl. No	Part no	Description	UoM	Total Quantity for	Unit Rate in INR
1	521TC02004	Transfer Case	No	2	XXXXX*
The prices are firm and fixed prices and PVC is not applicable.					

Note:

1. **Bidder has to quote for the items in ~~SRM~~/ GEM Portal**
2. **L-1 firm to provide break up cost details to be provided separately**
3. **Commercial evaluation will be arrived based on L-1 Lowest bidder.**
4. **The commercial bids of the technically acceptable vendors only will be opened for further commercial evaluation.**
5. **Reverse Auction may be conducted among technically qualified Bidders and L1 status will be arrived based on total landed bid value.**
6. **If any other for test certificate/ compliances to** JSS 55555 MIL STD and EMI/EMC**. Bidders should indicate their prices separately in the price bid note. (not in technical bid)**

Format for giving break up cost details.

Ser no	Items	Qty	Unit Cost	Total cost	Indicative rate of taxes and Duties GST %	Total cost including all taxes	Remarks
1	Cost of Basic goods / stores	2					Further detailed break up to be given item wise
2	Cost of Manufacture's Recommended list of spares (if any)						Further detailed break up to be given item wise
3	Cost of Special Maintenance tools and special equipment						Further detailed break up to be given item wise
4	Cost of Operator's Manual and Technical literature (in English language) as per PTS						Further detailed break up to be given item wise

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5	**Any other cost to be specified**						
	Total cost from 1 to 5						

7. Bid Evaluation And Acceptance Criteria

1. A list of documents / details to be submitted along with the bids is placed at **Appendix J as** a reference to help in completeness of bid and meeting the procurement process schedule.
2. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
3. The bid and all communication in relation to or concerning the bidding documents shall be in English language.

Evaluation and Acceptance Process:

a. **Evaluation of Technical proposals**: The technical proposals forwarded by the bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variation/ differences, if any, in the technical characteristics of the goods / stores / services offered by various bidders with reference to the requirement and prepare a Compliance statement for shortlisting the bidders. The compliance would be determined only on the basis of the parameter specified in the RFQ.

b. **Evaluation of Commercial bid.** The Commercial bids of only those bidders will be opened whose technical bids have been cleared by TEC. Comparison of bids would be done on the basis of Evaluation criteria given in the Appendix __ to this RFQ. The L-1 bidder would be determined on the basis of lowest bidder to this RFQ. Only L-1 bidder would be invited for negotiation by BEML if required.

c. **Contract Conclusion:** The successful conclusion of Commercial bid will be followed by Contract conclusion.

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7.GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS:

1. GLOSSARY, DEFINITIONS & INTERPRETATIONS

a) The Purchaser means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "BEML Soudha, No. 23/1, 4th main, S.R. Nagar, Bengaluru – 560027" and shall be deemed to include its successors and assignee.

b) Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.

c) Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.

d) Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, design & quality plan, etc., that form part of the tender document.

e) Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.

f) Purchase Orders (PO) / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.

g) Stores / Materials / Services' means the goods or services as described in Procurement Technical Specification (P.T.S.) and in the Purchase Order which the supplier has agreed to supply under the Purchase Order.

h) Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender.

i)Words in singular include the plural & vice-versa.

j) Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.

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

l) F.O.B / F.D.D / DAP. is to be interpreted in accordance with the provisions of INCOTERMS 2010, unless otherwise specified in this Tender Document / Purchase order.

2. SUBMISSION OF THE TENDER:

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

Bids should be submitted online mode only as follows:

a) Submission of Technical bid (without price):

i. The Bidder should upload all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.

ii. **The price details/commercial bid details should not be given in the Technical bid**. If any of the bidder have given any price/commercial details in the Technical bid, their offer is liable for rejection and will not be considered for further evaluation**.**

iii. Technical Bid will be opened on date and time of bid opening and the commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation.

b) Submission of Commercial bid:

i. The Commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation.

ii. Price details in specified field on SRM Portal to be submitted.

iii. Bidder to quote for all the items /Services if any.

c) General:

i. If dealers/authorized representatives submitting the bids in place of OEM, Dealer / authorized representatives should submit Authorization letter from OEM. BEML reserves right to reject the tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.

ii. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.

iii. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders, they are not eligible to participate in this tender.

iv. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

v. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.

vi. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.

vii. The Tender / Notice Inviting Tender is not an offer or a contract.

viii. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.

ix. BEML's decision is final for Evaluation of the offers.

3. SUPPLIERS SHARING LAND BORDER WITH INDIA:

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Land border sharing Declaration in line with Department of Expenditure (DOE) Public Procurement Division order vide F. No. 6/18/2019-PPD dated 23.07.2020 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, shall be applicable for bidders / suppliers sharing land border with India. Bidders to upload signed & sealed compliance as per appendix attached as part of Technical Bid.

4. PREFERENCE TO MAKE IN INDIA:

Purchase Preferences as per MII (Make in India Policy) and MSE Purchase Preference as Per Public Procurement Policy is Applicable in-line with revised public procurement (preference to make in India), No.P-45021/2/2017-PP(BE-II) dated 15th June 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, shall be applicable for bidders / suppliers under Purchase preferences. Bidders shall upload necessary supporting documents and to upload signed & sealed as per appendix attached as part of Technical Bid.

5. DELIVERY TERMS:

a) In case of foreign Supplier: F.O.B (Free on Board) to nearest port basis. The intimation for shipment should be provided 21 days prior to the delivery schedule to our nominated freight forwarder and the consignment to be handed over to our freight forwarder before the cut-off date for sailing.

b) In case of Domestic Supplier: F.O.R (Free on Road) BEML, Palakkad / KGF Complex.

6. PAYMENT:

I. **SUPPLIES**:

a) APPLICABLE TO FOREIGN BIDDERS

i. LC payment -100% 60 days from the date of receipt of material at BEML stores subject to inspection clearance.

ii. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.

iii. TDS (Tax deducted at source) will be applicable for service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated by the bidder for the services that are proposed be carried out.

b) APPLICABLE TO THE DOMESTIC BIDDERS

Terms of payment are 100% in 60 days from the date of receipt of material at BEML stores subject to inspection clearance & for MSEs 45 days from the date of receipt of material subject to acceptance as per MSME act.

Bidders to indicate the category of their firm under Micro/Small/Medium industries with necessary documentary proof of evidence for purpose of evaluation and BEML data up dation.

c) Non-recurring (NRC) and service activities if any:

NRC payment will be released in 60 days after completion of NRC activities subject to acceptance by BEML R&D/BEML user department and for MSEs 45 days after completion of NRC activities subject to acceptance by BEML R&D/BEML user department.

Payment for service activities if any will be released in 60 days after completion of service activities subject to acceptance by BEML R&D/BEML user department and for MSEs 45 days after completion of service activities subject to acceptance by BEML R&D /BEML user department.

Micro and Small enterprises (MSE) registered under UDYAM registration are eligible for the 45 days payment on submission copy of MSE certificate issued by UDYAM.

The payment is further subject to the following:

a) The Invoice shall be compliant with GST laws.

b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.

c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier.

d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.

e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.

f) Relevant TDS / TCS as applicable shall be deducted as per prevailing Income Tax / GST / GOI notifications

g) The supplier should submit the following documents for each supply:

Tax Invoice; GSTR-1 return filed with authorities with the relevant abstract

GSTR-3B return or any other form of return prescribed by the authorities.

Copy of Challans regarding deposit of GST

Certificate of Chartered Accountant

7. PRICE BID VALIDITY: The Bid should be valid for 180 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

8. FIRM PRICE FOR SUPPLY, NON-RECURRING SCOPE. The prices remain firm for the entire supplies of the purchase order and no escalation shall be entertained under any circumstances. The prices are to be firm & no increase in finalized price will be entertained after awarding contract during the period of Contract for any reasons whatsoever.

9. INSPECTION:

The Supplier guarantees that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used.

The Supplier guarantees that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of BEML regarding the characteristics, quality and reliability of delivery.

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

The Supplier guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable.

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

10. WARRANTY:

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

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

The said goods/stores shall be warranted for a period of 24 months from the date of last supply.

b. **Guarantee / Warranty replacement:**

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

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

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

11. PERFORMANCE BANK GUARANTEE (PBG):

Firm shall submit the following Performance Bank Guarantees:

FOR SUPPLY OF EQUIPMENTS, NON-RECURRING SCOPE AND DELIVERABLES

a. Supplier should submit Performance Bank Guarantee for amount equivalent to 5% of the Contract value valid for warranty period with additional 3 months claim period. The bank guarantee has to be submitted within 60 days from the date of release of Purchase order from BEML but not later than 30 days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order.

b) In case BEML is constrained to extend the Performance Bank Guarantee, due to the failure of aggregates attributable to the supplies made by the supplier or non-fulfilment of NRC activities if applicable, then the costs involved to BEML for such PBG extensions shall be borne by the supplier.

c) Performance Bank Guarantee shall be returned back only after completion of the given task and if there is no defect /failure/negligence/complaints and /or any claims notified to BEML on part of supplier in fulfilling the supplies and activities

d) If the minor outstanding works as incorporated in the completion of the given task are not attended by the Supplier within the specified time frame, full amount of Performance Security due to the Supplier shall not be released

General terms of PBG:

a) In case of foreign bank guarantees, the BGs from foreign banks, authorized /recognized by RBI to issue a Bank Guarantee, in their own letter head will be accepted.

In the case of PBG/s submitted from Indian Bank, the PBG shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.

Format for PBG is attached for reference.

b) In the absence of performance bank guarantee to be submitted by the supplier as per contract terms, BEML will not open Letter of Credit (LC) in the cases of LC in favor of supplier pertaining to the shipment / stores to be supplied as per first delivery schedule indicated in the purchase order. Any delay in submission of performance bank guarantee by the supplier, the subsequent delay in opening in Letter of Credit by BEML and supplies to be effected by the supplier are to the account of the supplier, which attracts liquidated damage charges as per contract terms.

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

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d) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

e) The Bank Guarantee shall be established through **Structured Financial Messaging System (SFMS)** mode from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI.

f) A separate copy of the BG has to be sent by the issuing bank to the Purchaser's bank through SFMS. The details of Purchaser's bank are as under:

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

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

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

h) Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Purchaser.

i) The Bank Guarantee validity shall be extended as required till the completion of all contractual and warranty obligations in Full.

12. RIGHT TO VARY QUANTITIES:

BEML reserves right to increase or decrease up to 100% of the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions with in the agreed delivery schedule.

13. LIQUIDATED DAMAGES CLAUSE:

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of the Purchase order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the PO. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Should the supplier fail to deliver the stores or any consignment thereon within the period prescribed for such delivery, BEML shall be entitled:

"Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part thereof, subject to maximum of 10% of the value of the delayed portion of the purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered."

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

14. RISK PURCHASE CLAUSE:

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either;

a. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description (where stores exactly complying with the description and readily procurable) without cancelling the PO in respect of consignment not due for delivery

or

b. To cancel the purchase order.

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

Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

15. SECRECY AND CONFIDENTIALITY:

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

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

c) BEML shall be entitled to prevent a breach of the above and claim damages in case of breach. In case of non-performance in this PO, BEML will have to take procurement action at your risks and cost apart from levy of liquidated damages.

d) Confidentiality agreement to be executed as per Appendix D.

16. AUTHORITY OF PERSONS SIGNING DOCUMENT:

A person signing the tender or any other document in respect of the tender shall be deemed to have power to do so on behalf of the Supplier

17. ACCEPTANCE OF ORDER:

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

18. OTHER CONDITIONS:

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

b) The firm shall take necessary permission for their employees to enter the factory premises and the firm shall arrange ESI & PF coverage to their employees / labourers if any from their end. The firm shall indicate ESI NUMBERS for the labourers hired or employed in advance in order to prepare work permit inside the factory.

c) BEML will not have any kind of binding towards the compensation on case of injury / death to the firms employees while working in BEML premises or other wises.

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

19. PRICE, INVOICING AND PAYMENT:

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

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

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

Postal Address

To be informed on placement of order.

20. PROGRESS REPORT:

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

21. QUALITY & WORKMANSHIP:

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

22. QUALITY, CONDITION OF DELIVERY:

The Supplier shall guarantee that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used. The Supplier shall guarantee that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of delivery. The Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier shall guarantee that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that the delivery complies

with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

23. SUPPLY OF SAMPLE: (if applicable)

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

24. INSPECTION, TESTING & CONSEQUENCE OF REJECTION:

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

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

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

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

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

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

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

25. RAW MATERIALS ARRANGEMENT:

The supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

26. IDENTIFICATION OF ITEMS / PIECES:

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

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

27. PACKING AND MARKING:

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

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

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

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

e) Marking shall include the following information in sequence on the frame commensurate with the size of package.

To: M/s. BEML Limited,
(Address to be informed during placement of order)

Purchase order number:
Shipper's mark:
Package number:
Identification number:
Caution marks, if applicable:
Net weight, gross weight and cubic measurement, whichever is appropriate for the shipment.

28. APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

29. JURISDICTION:

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

30. ARBITRATION:

Any disputes and differences that may arise between the parties in connection with this Agreement/Contract shall be settled by the parties amicably by way of mutual discussion / negotiation / conciliations. In case

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parties fail to settle the dispute amicably, then the dispute or difference shall be referred to India International Arbitration Centre for resolution. The Arbitration Tribunal shall consist of Sole / three Arbitrator /s. The Arbitrator /s shall be appointed and Arbitration proceeding shall be conducted in accordance with the provision of India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023.

During Arbitration, "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings"

31. INTELLECTUAL PROPERTY RIGHTS; LICENSES:

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

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

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

32. BRIBES AND GIFTS:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-15** hereof. Any question or dispute as to the committing of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

33. FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a `Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

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

34. FALL CLAUSE:

a) The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.

b) If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

35. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

36. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

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

37. DIVISION OF PATRONAGE:

BEML reserves right at its sole discretion to order 100% quantity on L1 firm (or) 60:40 ratio between L1 & L2 at L1 negotiated price.

38. INTEGRITY PACT:

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

The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address. **The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages**.

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

For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

The Central Vigilance Commission (CVC) has appointed Shri Kasividyasagar & Shri Lt. Gen. Abhay Krishna as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.
Address of IEM is as below:-
Shri Kasividyasagar, IAS (Retd.)
House no. 55,
Dream valley gated community,
Manikonda, Hyderabad – 500089.
Mobile no. +91 9771407778
Email : kasividyasagar@gmail.com

Shri Lt. Gen. Abhay Krishna , (Retd.)
4A-902, Gurjinder Vihar,
AWHO Township, Sector CHI-1
Greater Noida, UP - 201310
Mobile no: +91 9871234353
Email: abhayabk@gmail.com

39. GST TERMS & CONDITIONS:

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

2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.

3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.

4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.

5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.

   If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc., incurred by BEML shall be recoverable from the Supplier.

6. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government

7. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs ……. is on the Recipient of Service" in the invoice raised on BEML.

8. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions

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and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.

9. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

10. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

    BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

11. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

40. a. TAX CLAUSE:

Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. **On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account**. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.

Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.

Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.

Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier.

HSN CODE/CHAPTER ID and SAC Code details are to be indicated against each item.

TDS (Tax deducted at source) will be applicable for service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services /NRC that will be carried out by the supplier.

b. Applicability of TDS under Income Tax Act 1961.

i. Tax deduction at source will be applicable on the samples made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from Invoice at the time of accounting of Invoice (or) at the time payment, which ever is earlier as per Income Tax Act, 1961.

ii. Tax Deduction at source will be applicable on the supplies made by foreign vendors against service purchase orders at the rate as applicable and will be deducted from the invoices at the time of accounting

of Invoice (or) at the time of payment, whichever is earlier as per Income Tax act, 1961 or as per law of land as well as Double Taxation Avoidance agreement (DTAA) between the countries.

41. PROJECT IMPORT REGISTRATION:

Customs duty on input content imported by domestic bidders to manufacture tendered items.
Bangalore Metro Rail Project is eligible for the concessional rate of custom Duty under chapter 98.01 of Custom Tariff Act for Project Import registration mode. In case if an indigenous supplier imports some items from outside India, the firm has to register with customs for availing concessional rate of duty i.e. 7.5% BCD plus cess, through project import registration mode.

To avail the concessional customs duty benefit, Bill of Material (BOM) of such imported material in the prescribed template (containing part number, description, qty, price, source of supply, mode of shipment – Air/Sea, port of arrival etc.,) should be submitted by bidders to BEML within 02 months from finalization of the contract for obtaining PIR sponsoring letter from BMRC. The PIR sponsoring letter should be registered by the bidders with the concerned Customs Authorities at designated Port of Arrival.

The supplier shall maintain details of concessional Custom Duty deposited with the authority and submit the following for reimbursement of Custom Duty: -

i) Bills of Entry

ii) Challan for deposit of Custom Duty

iii) Declaration that the Sub-contractors/Sub-vendors have neither claimed the deemed export benefit nor they will claim the same.

iv) Declaration that the Contractor has not claimed the deemed export benefit.

However, the custom duty on items procured for meeting the obligations under DLMP shall be reimbursed as applicable and as per actual supply and use for this contract only based on Custom Duty amount indicated in the Bill of Entry (BoE).

42. INSURANCE COVERED BY BEML.

BEML has insured the Material being procured and the risk Coverage under the MCE policy shall commence from the moment of the first goods/consignments are lifted, mechanically or manually or otherwise, from anywhere in the world for loading onto the transport (all modes included) and remain in force during transit up to BEML's works.

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Appendix A

Procurement Technical Specification of Transfer Case for Light Armoured Multipurpose Vehicle (LAMV 4X4)
Ref : FPIIC/BEML LAMV 4x4 / NOV 2024/ Transfer Case Dt : 04.11.2024
Part no 521TC02004

						OEM Name :		
						OEM Response to the PTS		
SL no	**PTS SL no**	**Pg no**	**Sub Sl no**	**Heading**	**Description**	**Complied**	**Not complied**	**Reasons**
1	1	7		INTRODUCTION:	Indian Army have requirement of Light Armoured Multipurpose Vehicle (LAMV) to cater their troops in counter insurgent environments, capable of high mobility, ballistic and blast resistant and with electronics on board for recce, forward operations, asymmetric warfare deployment etc. In all terrain including mountain terrain also similar requirement/business prospects are available for Military/Overseas market			
					Broad Description of Equipment/System. LAMV should be a 4x4 Right Hand drive vehicle with all around protection as described in subsequent paragraphs. It should have provision for integrating surveillance equipment (in service BFSR and HHTI) on a telescopic retractable mast and Machine Gun (in service 7.62 mm MAG) mounted on a hatch/ cupola (with 360° traversing capability) for bringing down effective fire. LAMV shall consist of Troops Compartment and Cargo Compartment. Driver and crew will have seating in the Troops Compartment and both Troops & Cargo Compartments will have adequate space for stowage of equipment as described in subsequent paragraphs. LAMV should have modular racks/ brackets for effective stowage of battle load and personal load of crew. LAMV is required to be modular in design, thereby offering the scope for future upgrades through modifications and to facilitate subsequent development.			
					During the counter insurgent operations, the vehicles are forced to move both on the roads and off-road where they can encounter individual mines (in case of roads) and minefield sectors (off-road) emplaced by the adversary. Considering the above, in order to provide underbelly grenade detonation resistance, as well as resistance to ballistic fire and the ability to operate in various terrains and climatic conditions should characterize safety to the crew and ergonomic transport conditions.			
					Concisely, during the transfer gear box assembly design stage particular attention should be paid so that assembly can perform as required and can also sustain the above operating conditions			
	2	8		**TECHNICAL SPECIFICATION**				
	2.1			**2.1. Functional requirements:**				
			a		Full-time 2-speed gear train with synchronizer/dog clutch with three changeover positions.			
			i		Position 1 - Quick gear (hare)			
			ii		Neutral - (position N) Position			
			iii		Position 2 - slow gear (turtle)			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
			b		Transfer Gear Box assembly housings to be made up of SG Iron casting to the grade of SG500/7 to IS:1865 or equivalent considering weight optimization			
			c		For matching Vehicle configuration to improve packaging or driveline angles.			
			d		Case carburized gears to be 62~64 HRc with required micro and macro geometry optimization to suit the rating required			
			e		Internal Gears/ splines to be broached and surface hardness to be 62~64 HRc			
			f		Gear and Shaft material shall be SAE4320H / SAE8620H / EN353 or equivalent			
			g		Raw material of Gears and shafts should be Forged with a minimum reduction ratio of 6:1.			
			h		Pneumatic dog clutch is to be used for locking the asymmetrical planetary differential and to operate by pneumatic.			
			i		All O-rings to be designed for -200 to 120 0 C			
	2.2			Technical requirements:				
				Description	**Requirement**			
			1	Engine Power Approx.	450 HP @ 2200 Rpm 1643 N-m @1300 to 1500 rpm			
			2	Transmission (Tentative)	Torque converter Stall ratio: 1.77 Transmission ratios: F1-3.49:1 F2-1.86:1 F3-1.41:1 F4-1.00:1 F5-0.75:1 F6-0.65:1 R-5.03:1			
			3a	Transfer Gear Box assembly, Input Speed (Max)	3385 rpm			
			3b	Lower Gear Ratio of Transfer Gear Box assembly	1.765			
			4	Higher Gear Ratio of Transfer Gear Box assembly	1.06			
			5	Centre Distance	515 mm			
			6	Housing	Housing of the transfer gear box assembly has to be made up of SG500/7 casting or equivalent with considering weight optimized design.			
			7	Cut off Mechanism for 4x2 operation (Front Drive cut-off)	Inbuilt in the transfer gear box assembly, Front Axle cut-off is required			
			8	Input Flange diameter	Flange IS0 8667 - T 180 with tap holes M14x1.5P (To match Cross tooth propeller shaft flange, Type T as per ISO 12667: 1993)			
			9	Maximum Torque	10,149 Nm (Forward) 14,627 Nm (Reverse)			
			10	Min Operating Temperature	-20 ^{o}C to -10 ^{o}C			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
			11	Max Operating Temperature	45 ^{o}C to 50 ^{o}C			
			12	Minimum temperature and type of oil to be used	Manufacturer has to provide the details			
			13	Vehicle Parameters				
				GVW	13 Tonne			
				Payload	1.5 Tonne			
				Gradeability	17^{o} (Side) & 30^{o} (Vertical)			
			14	Power to Weight ratio	25 kW/Tonne			
			15	Direction of rotation of input shaft-viewed from input flange	Clockwise			
			16	Direction of rotation of output shaft(front)-viewed from front side output flange	Clockwise (as shown in drg)			
			17	Direction of rotation of output shaft(rear)-viewed from rear side output flange	Counter clockwise (as shown in drg)			
	2.3			Input and output configuration				
			a		Input flange: Flange ISO 8667 - T 180 with tap holes M14x1.5P (as per ISO 8667: 1992)			
			b		Output to front axles: Involute spline 50x2.5 as per CSN 01 4950.1. Z=16, Pressure angle-30deg. Face width to be calculated.			
			c		Output to rear axles: Involute spline 64x2.5 as per CSN 01 4950.1. Z=22, Pressure angle-30deg. Face width to be calculated			
	2.4			**Additional attachment / accessories**				
					Gear rotor (Gerotor) lubrication Pump.			
					Double-acting piston: for shifting turtle & hare gear (Provision for neutral).			
					Pneumatic system for Control & engaging mechanism.			
					Oil circulation tube.			
					Note: Ground driven pump, Gear rotor lubrication Pump and Double acting piston are to be placed on the backside (Opposite to input) of the transfer gear box assembly.			
	2.6			**Lubrication:**				
					Splash and Gravity Lubrication, plus forced pump (Gerotor preferably) feed lubrication to countershaft, bearings and sliding clutch			
					Lubricant selection to be suitable for operating and storage temperature requirements			
	2.7			**Drain plug, Level indicator and Filler cap:**				
					Drain plug: Magnetic			
					Level indicator: Sight gauge (2nos)			
					Filler cap: Plug Type			
					Breather to be provided			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
	2.8			**Speed sensor:**				
					Pole wheel type: On Intermediate shaft, provision to be given			
	3			**SCOPE OF WORK :**				
			a		Design, develop, test, supply and install 2 Nos. of transfer gear box assemblies as per technical specification in Para 2.			
			b		All the additional attachment/accessories mentioned in para 2.4 is in the scope of SUPPLIER.			
			c		Design verification is to be done as per international standards or by a powertrain design verification tool such as KISSsoft / Romax / FZG, etc.,			
			d		The conceptual design of the Transfer gear box assembly is to be prepared (3D model). Parasolid / STEP/IGES neutral format shall be provided (with no or minimum data losses).			
			e		Design layouts shall be finalized from min. 2 – 3 concepts and layouts and a decision matrix with pros / cons shall be compiled by the SUPPLIER. The same shall be presented in PDR (Preliminary Design Review) for approving the conceptual model of the TRANSFER GEAR BOX. The necessary changes are to be carried out as per the PDR feedback and approval shall be obtained to move on to a detailed design.			
			f		Design calculations are to be performed for the assembly for verification.			
			g		Necessary static analysis & dynamic analysis as per the scope of work shall be performed, vetted and the same will be reviewed by BEML.			
			h		Detailed 3D Model with all BoM items of the modified design shall be prepared considering the interference checking, space constraints, etc.,			
			i		The detailed design of the Transfer gear box assembly with all drawings, calculations & reports will be reviewed by BEML. The approval for the detailed design is necessary before taking up for the development.			
			j		Technical documents:			
			i		Design-related documents.			
			ii		Detailed Technical Feasibility Study.			
			iii		Report Final Configuration documents and specifications.			
			iv		Activity Plan.			
			v		Design & Analysis documents (Manual, FEM & other analyses for parts & assemblies).			
			vi		Complete 3D Model of Transfer Gear Box Assembly and child parts.			
			vii		Bill of Materials.			
			viii		Specifications, quality acceptance plan for individual items and ATP (Acceptance test plan) documents for the transfer gear box assembly shall be finalized by the SUPPLIER in consultation with BEML.			
			ix		Brochures & Catalogues with salient features & specifications with the 3D illustrations and exploded views & training charts.			
			x		2D Manufacturing related drawings. All 2D manufacturing drawings to be submitted to BEML for Vetting before Manufacturing			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
			xi		Specifications for the bought-out aggregates with warranty details (especially for imported items to be provided) and the relevant 2D installation drawings.			
			k		The above technical drawings & documents are to be vetted by BEML & necessary corrections are to be carried out.			
			l		The Critical Design Review (CDR) committee formed by BEML will review the detailed design, drawings, analysis reports, quality plan and other technical documents which are prepared by SUPPLIER. Based on the CDR committee recommendations, the necessary modifications should be carried out on all the outputs including 3D Model.			
			m		Development activities of the transfer gear box assembly (including the procurement of materials and hardware items, bought-out items) shall be started only after stage wise the approval of the design with CDR recommendations considering on the lead-time of development/ procurement.			
			n		The bought-out items are to be procured and inspected as per specifications.			
			o		The parts prepared through flame cutting & shearing (if any) should undergo first pre-treatment & pre-painting with Epoxy Red Oxide anti-corrosive primer.			
			p		The parts & sub-assemblies and the entire assembly have to be subjected to the specified tests and quality checks as per the quality plan prepared by the supplier			
			q		Painting of Parts & sub-assemblies with one coat of Solvent-free Epoxy anti-corrosive paint is to be done as per specifications.			
			r		The parts & assemblies manufactured are to be closely checked and necessary modifications, where applicable, are to be carried out.			
			s		Integration of transfer gear box assembly onto the vehicle shall be carried by out.			
			t		The integration work is to be reviewed and necessary modifications are to be carried out where applicable.			
			u		Paint Specification: The exterior side of the transfer gear box assembly & all steel components except the threaded bolts & nuts should be painted.			
				SURFACE TREATMENT:				
					Polyurethane primer zinc phosphate (two pack), is:13759-1993 (20 microns).			
					Polyurethane full gloss enamel (two pack), is:13213-1991 (60 microns), colour: black.			
					Apply only rust preventive oil on machined surfaces & threads as per gr. 2, is:1154-2000 (2.5 microns min.)			
			v		Cleaning: All steel parts to be painted shall be ensured, with complete removal of grease, rust, scale, corrosion, slag etc.			
			w		Preservation: After inspection and testing, all unpainted ferrous parts which have got relative motion shall be thoroughly cleaned and coated with grease.			
			x		Validation of 01 No. of the transfer gear box assembly to be done in-house from the SUPPLIER end by free run/ partial loading to ensure noise and lubrication of gears, bearing and shafts. Time duration of test to be mutually discussed and agreed			
			y		SUPPLIER shall support and associate with BEML during vehicle field Trials.			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
				Note:				
			1		After the receipt of the purchase order, the vendor is to come out with a detailed execution plan and the proto to be supplied with 04 Months.			
			2		The progress / status of the project development is to be provided every fortnight.			
			3		The design & drawings approval is to be obtained from BEML before taking up manufacturing of the transfer gear box assembly.			
	3.1			Preliminary Design Review (PDR):				
				(Shall be conducted within 30 days from the date of release of PO)				
				SUPPLIER should provide the following technical details to full fill the PDR requirement.				
			1		Transfer gear box assembly design parameters & calculations for the scope of work.			
			2		Min. 2 – 3 concepts of transfer gear box assembly (3D/2D) for arriving at conceptual layouts.			
			3		Finalize all the features of the transfer gear box assembly as listed in the scope of work.			
			4		SUPPLIER should participate in PDR meetings and make presentations.			
			5		The above deliverables will be reviewed before acceptance by the BEML.			
	3.2			**Critical Design Review (CDR):**				
				(Shall be conducted within 50 days from the date of release of PO)				
				SUPPLIER should provide the following technical details to full fill the CDR requirements.				
			1		Detailed 3D models of the transfer gear box assembly and child parts are to be provided			
			2		2D manufacturing drawings of the transfer gear box assembly in AUTOCAD format are to be provided along with the engineering BOM.			
			3		Specification for the bought-out items and 2D installation drawings.			
			4		Static and dynamic analysis along with verification report.			
			5		The above 3D model / 2D drawings shall be able to integrate with the vehicle digital model / layout.			
			6		Plan for Factory Acceptance Test (FAT) along with the schedule which will be conducted at SUPPLIER premises.			
			7		Recommended list of Spares for Maintenance & Repair			
			8		Details for proper installation and mounting location of the transfer gear box assembly.			
			9		OEM should participate in CDR meetings and make presentations			
			10		The above deliverables will be reviewed & accepted by the BEML.			
			11		After the review and approval, development activity shall be taken up.			
			12		After development of 1st Transfer Gear Box assembly, revised 2d drawings and 3D models to be submitted.			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
	4			**ACCEPTANCE CRITERIA:**				
			1		The Transfer gear box assembly should have certificates, inspection records and test data as per quality plan, which should cover the following: Material, weight, dimensions and performance characteristics.			
			2		Quality inspection facilities for manufacture and testing should have certificates with regard to calibration & accuracy and to be indicated in the quality plan.			
			3		The inspection of individual items is to be carried out as per the quality plans and technical requirements & conditions indicated in drawings at SUPPLIER's premises before starting the sub-assemblies & assembly of the transfer gear box and the report to be submitted			
			4		Gear Analytical inspection for individual gears to be submitted by the SUPPLIER's.			
			5		The functionality or run-in test of the two-transfer gear box is to be carried out in the presence of BEML / BEML authorized Rep. for the proper functioning of the transfer gear box assembly and its connected items.			
			6		The functionality or run-in (acceptance) test of 1st transfer gear box is to be carried out in the presence of BEML / BEML authorized Rep. for proper functioning and its connected items. Followed by the partial load test / with step loads of the transfer gear box to be carried out for approximately 150 hours (The Duty cycle or load steps to be worked out mutually by BEML & SUPPLIER based on the actual working cycle) to prove the life of the transfer gear box assembly and to be supplied with necessary test certificates / reports			
			7		For any failures of transfer gear box assembly during functionality or run-in test, SUPPLIER shall, at his own expense, take necessary action to rectify to the satisfaction of the BEML			
			8		In case of defective parts and assemblies which are not conform to design specifications / documentation are to be replaced by the manufacturer with a new / rectified one, the same should be offered for re-inspection.			
			9		In case of failures & rectifications, the SUPPLIER shall re-test the TRANSFER GEAR BOX for proper functionality.			
	5			**MOUNTING LOCATION:**				
					The TRANSFER GEAR BOX is mounted remotely between the transmission and axle drive shafts			
	6			**SCOPE OF SUPPLY**				
				Storage, Packing, Crating and Marking				
			1		The SUPPLIER shall provide all packing, crating and markings necessary for logistics during delivery of the complete set of the transfer gear box assemblies with ground-driven pumps and its connected items. Each component / Assy. shall be packed to withstand transit damages			
			2		The SUPPLIER shall provide the instruction for proper storage, handling and functions of components supplied by the SUPPLIER.			
			3		All items shall be labelled with the maker's name and the type, discrete serial number and rating, and the data of manufacture of the equipment			

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<table>
<tr><th>SL no</th><th>PTS SL no</th><th>Pg no</th><th>Sub Sl no</th><th>Heading</th><th>Description</th><th>Complied</th><th>Not complied</th><th>Reasons</th></tr>
<tr><td></td><td>6.2</td><td></td><td></td><td>Deliverables</td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>1</td><td></td><td>All the items as per para 2 & para 3 and table-1 below</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>
<table>
<tr><th>Table-1: Deliverable Sl. No.</th><th>Description</th><th>Part No</th><th>Quantity / Vehicle</th><th>Total Quantity</th></tr>
<tr><td>1</td><td>TRANSFER GEAR BOX ASSEMBLY</td><td>521 TC 02004</td><td>01 No.</td><td>02 No.</td></tr>
</table>
</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>2</td><td></td><td>Inspection record sheets with necessary material certificates are to be provided. Heat treatment sample and certificate to be supplied for all applicable items.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>3</td><td></td><td>Transfer gear box assy. acceptance certificate (inspected & tested) duly certified by BEML</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>4</td><td></td><td>Performance Guarantee & Warranty as detailed further in the document.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>5</td><td></td><td>Two sets of hard copy & one sets of soft copy of the following technical literature / documents shall be supplied applicable to scope of work & supply:</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>a</td><td></td><td>Illustrated Spare Parts List (ISPL).</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>b</td><td></td><td>Workshop / Repair and maintenance manual which includes Inspection / maintenance tasks repair procedures, materials used, fault diagnosis (if any) and use of Special Maintenance Tools / Special Test Equipment’s. Further, the manual to covers the procedure for assembly / disassembly, repair up to the component level and safety precautions.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>c</td><td></td><td>Operator’s manual.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>d</td><td></td><td>Servicing Schedule, Condemnation limits and permissive repair schedule for each of the systems.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>e</td><td></td><td>Manufacturer-recommended list of spares (MRLS).</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>f</td><td></td><td>List of Special Maintenance Tools.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>g</td><td></td><td>List of Special Test Equipment’s.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>h</td><td></td><td>Technical manual with detailed technical description, specifications and functioning of various systems</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>i</td><td></td><td>Training aids and charts.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>j</td><td></td><td>Transportation and Packing specifications/ Instructions.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>6</td><td></td><td>Certificate declaring operational working hours and life expectancy of the transfer gear box assemblies.</td><td></td><td></td><td></td></tr>
<tr><td></td><td>7</td><td></td><td></td><td></td><td>Patterns, tools, dies and fixtures developed against this contract shall be returned to BEML after completion of the contract.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td>SUPPORT DURING INTEGRATION</td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>a</td><td></td><td>SUPPLIER shall also participate at BEML during integration / performance evaluation tests</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>b</td><td></td><td>The sub-assembly level functional testing transfer gear box assembly on the equipment will be performed as per the Quality acceptance test plan approved by BEML limited.</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td>c</td><td></td><td>SUPPLIER should provide Engineering support during installation and integration of transfer gear box assembly on vehicle systems/sub-systems at BEML and should ensure effective integration, whenever required by BEML on Non-payment basis.</td><td></td><td></td><td></td></tr>
</table>

BEML LIMITED

SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
	8			**SUPPORT DURING INTERNAL TRIALS**				
					SUPPLIER should participate & provide support during operational performance tests of the Transfer gear box assembly. SUPPLIER shall be responsible for any malfunctioning/defect identified during the performance tests. SUPPLIER shall sign all the test certificates during the course of the acceptance tests at BEML.			
	9			MATERIALS AND WORKMANSHIP				
					The SUPPLIER shall be responsible for meeting the requirement of constructional details, materials & workmanship. All materials and workmanship shall be in every respect in accordance with the proven up-to-date best practice.			
					All the components used in the construction of this supply shall be from fresh and present stock and not from older stocks. SUPPLIER shall provide a necessary material certificate to this effect			
	10			**SERVICE:**				
					The proposed In-Service Life of each aggregate will be 10 Years/1,00,000 km. In case of shelf life, the relevant storage conditions should be clearly specified. The manufacturer is required to give details of reliability model, reliability prediction and its validation by designer/BEML to ensure reliability of stores throughout Service/shelf life. If the aggregate fails without meeting certified reliability parameters, the manufacturer will be bound to provide free replacement to cover the gap between projected and achieved reliability.			
	11			**PRODUCT SUPPORT:**				
					The SUPPLIER would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of 12 years.			
					Support during Proto development and trials - SUPPLIER to provide technical team support during following stages.			
					Proto vehicle build support at KGF/Mysore/Palakkad – Approx. 2 weeks			
					Proto vehicle summer trials in Rajasthan – Approx. 2 weeks			
					Proto vehicle winter trials in Sikkim/ Arunachal Pradesh/ Leh-ladhak – Approx. 2 weeks			
					SUPPLIER to provide Special Maintenance Tools (SMT), Special Test Equipment (STE) and Manufacturers Recommended List of Spares (MRLS), Technical Literature, and certificates during the technical validation of proto vehicle in trials as per BEML requirement			
					The SUPPLIER must provide at least 2 Years notice to BEML before closing the production line so as to enable “LIFE TIME BUY” of all the material & spares before closure of the production line. All upgrades & modifications carried out on the equipment during the life cycle must be intimated to buyer.			

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SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
	12			INTELLECTUAL PROPERTY RIGHTS (IPR):				
			a		The IPR of the entire system developed under this contract will be the property of BEML limited.			
			b		Drawings & Documents generated during the contract will be the property of BEML limited.			
	13			VENDOR QUALIFICATION CRITERIA:				
			1		The Vendor must have designed, developed, tested and supplied similar Gearboxes to Multi axle On & Off-highway truck / locomotive application. Documentary proof must be submitted for the same.			
			2		The Vendor must be an Indian company / Fully owned subsidiary in case of a multinational company			
			3		The Vendor must have manufacturing facilities for gears, facilities for the development of similar gearbox assemblies, facilities for inspection of gears, splines, shafts etc. Documentary proof must be submitted for the same.			
			4		The Vendor must have an in-house facility for manufacturing, inspection, testing and supply of transfer gear boxes as per the given specification. Documentary proof must be submitted for the same.			
			5		The Vendor must have the testing facilities either in-house or within India for the developmental / load testing and run-in (acceptance) testing. Documentary proof must be submitted for the same and the testing / schematic layout for testing of this transfer gear boxes to be submitted.			
			6		The Vendor must have the necessary infrastructure facilities for material handling, and suitable floor space for the assembly of the transfer gear boxes. Documentary proof must be submitted for the same.			
			7		The Vendor must have experience in manufacturing, assembly & testing of transfer gear boxes / planetary-type gear boxes of at least 400 to 450 hp rating for mobile application and having experience. Documentary proof must be submitted for the same.			
			8		The Vendor must have an expert design & application engineering team of not less than 10 engineers. Documentary proof must be submitted for the same.			
			9		The firm should have a powertrain design and analysis tool such as KISSsoft, Romax, FZG, etc			
			10		The Supplier must have valid ISO 9001 or equivalent standards certification with latest issuance and established QMS. Documentary proof must be submitted for the same.			
			11		The turnover of the vendor must be more than Rs 30 Cr for the past three financial years. Documentary proof must be submitted for the same.			
			12		Supplier currently blacklisted by any Indian Govt. Agency are ineligible for participation. Any such information not disclosed but revealed at a later stage would render the company ineligible for further participation. In case, it is revealed at a stage when full or part of BEML funds have been disbursed to the company, BEML shall recover the funds as per the prevailing deposit rates of Reserve Bank of India (RBI).			

BEML LIMITED

SL no	PTS SL no	Pg no	Sub Sl no	Heading	Description	Complied	Not complied	Reasons
			13		The Vendor must satisfy with the above points along with documentary proof, will be eligible and allowed for technical study & discussion at BEML for estimation purposes at the discretion of BEML and schedule to be mutually agreed upon.			
			14		The representative(s) of BEML may visit the vendor / sub-vendor's facilities to ascertain the availability of facilities and expertise as required above.			
	14			INSPECTION:				
					As per the BEML standards, quality acceptance plan terms and conditions.			
	15			**DELIVERY SCHEDULE:**				
					The complete deliverables as mentioned in all aspects should reach our BEML KGF plant within 4 months from the date of placement of the Purchase Order for 2 nos. with a run-in test certificate			
	16			**WARRANTY:**				
			a		Notwithstanding inspection & acceptance by BEML of the hardware under this contract or any clause concerning the conclusiveness thereof, SUPPLIER shall provide a warranty for a period of 24 months from the date of integration of the transfer gear boxes on the vehicle or 36 months after hardware delivery, whichever comes first, that hardware is free from defects / failures due to workmanship, material or manufacturing non-conformance.			
			b		The SUPPLIER shall be responsible for any defect or failure of equipment's provided in the transfer gear boxes, test and diagnostic equipment, maintenance and unit exchange spares due to defective design, material or workmanship.			
			c		The repair and /or replacement of failed components and installation of repaired /replaced components shall be taken by the SUPPLIER on his own charge at the Site (BEML' works, India).			
			d		The SUPPLIER shall bear the customs duty, freight charges and all other expenses involved in the collection of defective components and equipment from the Site, and transportation to the manufacturer's works in India or abroad and its return to the Site after repairs			
			e		Further, the SUPPLIER shall carry out all replacement and repairs under the warranty promptly and satisfactorily on notification of the defect by BEML immediately			
	17			**OTHER NOTES:**				
					This Procurement Technical Specifications document refers to the supply of scheduled deliverables required for the proto-development only.			
					This Project, PTS documents, vendor / SUPPLIER should not disclose and share with any other parties without obtaining prior written permission from BEML Ltd.			
					The vendor has to give a complete price break up in price bid only.			
					Quote to be valid for minimum 05 years with suitable price variation clause.			
					Manufacturers are requested to submit the budgetary quote for a prototype quantity of 02 No's separately.			
					Manufacturers are requested to submit the budgetary quote for bulk quantity of 834 No's separately.			
					The Vendor should comply with all the points of this PTS document and must attest signature & seal on all the pages of this PTS document. Otherwise, the bid will not be accepted.			

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Appendix B

Compliance Table

Ser no	Requirement as per the RFQ	Compliance / Partial compliance	Indicate the references of paras / sub paras of the Main Technical document
1	**Additional terms and Condition of RFQ (Pg no 04 to 11)**		
2	**General terms and conditions of RFQ (Pg no 12 to 26)**		
3	**Technical Parameter as per Appendix A**		
4	**Commercial Parameters as per RFQ**		
	a. Performance cum warranty Bank Guarantee		

Appendix C

WARRANTY CLAUSE

1. The SELLER warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

2. “The SELLER warrants the deliverables supplied shall carry an onsite comprehensive warranty, to include spares for which warranty claims are initiated, for 24 months. Such spares will be provided free of cost. No spares will be drawn during the warranty period from the MRLS. The commencement of warranty will be from the date of acceptance BEML receiving quality inspection. All scheduled servicing during the warranty period will be borne by the seller to include spares, labour, oils, coolant and lubricants, etc. The SELLER warrants for a period of 24 months from the date of acceptance deliverables post BEML receiving quality inspection, that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects).

3. If within the period of warranty, the goods/stores are reported by the BUYER to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the SELLER himself. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.

4. SELLER hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed 10% of the warranty period.

5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 10% of the warranty period or a common defect is noticed in more than 5% of the quantity of goods with respect to a particular item/component/subcomponent, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of 60 days of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.

6. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects. In case the complete delivery of the Engineering Support Package to include installation and commissioning of special test equipment is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for the goods/stores shall be extended to that extent.

8. The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.

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APPENDIX- D

CONFIDENTIALITY AGREEMENT

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

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

- **a)** The supplier shall not divulge to anyone else except under the authority and for the purposed of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc., released.
- **b)** The supplier shall not supply the components / spares exclusively manufactured for BEML with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
- **c)** BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
- **d)** **ARBITRATION:** Any disputes and differences that may arise between the parties in connection with this Agreement/Contract shall be settled by the parties amicably by way of mutual discussion / negotiation / conciliations. In case parties fail to settle the dispute amicably, then the dispute or difference shall be referred to India International Arbitration Centre for resolution. The Arbitration Tribunal shall consist of Sole / three Arbitrator /s. The Arbitrator /s shall be appointed and Arbitration proceeding shall be conducted in accordance with the provision of India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023.The courts in Bangalore alone shall here jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this contract.

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

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

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

For BEML	**For M/s. XXXX**
WITNESS:	
1.	**1.**
2.	**2.**

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APPENDIX – E

Land Border Sharing Declaration

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no. …….

Job: ……..

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder……> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal or digitally signed of authorized representative of the bidder)

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APPENDIX – F

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

To,
BEML Limited, Bangalore

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by…… *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'**** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

…
…
…

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder / Digitally signed)

****** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
3. In the event of false declaration, actions as per the above order necessary action will be taken against bidder.

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Appendix G

Certificate: Malicious Code

(Applicable only for Electronic Items and software)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that could activate procedure to:-

   a. Inhibit the desired and designed function of the equipment.

   b. Cause physical damage to the user or equipment during the exploitation.

   c. Tap Information resident or transient in the equipment / networks.

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringement related to copyright and Intellectual Property Rights (IPRs) are caused to activation of any such malicious code in embedded software.

(Signed)

Designation / Name / Address of the firm

Date :

Place :

BEML LIMITED

APPENDIX – H

CONTACT DETAILS OF THE SUPPLIER

(To be filled and submitted by supplier along with the technical bid)

1) Contact Person details in Marketing Office

(a) Name :

(b) Designation :

(c) Telephone :

(d) Fax :

(e) Mobile :

(f) Email :

2) Head Office :

3) Complete address including the website :

4) Details of the proposed plant from where item is to be supplied :

5) Complete address of the Plant including Website :

6) Contact person details in plant

(a) Name :

(b) Designation :

(c) Telephone :

(d) Fax :

(e) Mobile :

(f) Email :

7) Bank Details: (Will used during L/C Execution)

a) Name of the Bank :

b) Full Address of the Bank :

c) Suppliers Account Number and Type :

b) IBAN No :

e) Swift Code :

Authorized signatory with company seal / stamp / digitally signed

Designation/Name/Address of Firm

BEML LIMITED

Appendix I

Format For Performance Cum Warranty Bank Guarantee(PWBG)

Bank Guarantee No……
Dated …….
Amount …….
Valid up to …….
Claim up to ……

The Chief General Manager (FPIIC)
M/s. BEML Limited,
Bangalore -

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "Buyer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Seller) (Hereinafter called "Seller").
3. AND WHEREAS the Seller to supply goods as per the Contact to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee to the Buyer a Performance cum Warranty Security for a total amount of……... (Amount in figures and words). Which is 5% of Total Contact Price (Including taxes and duties) for Performance and Warranty sequence, to secure its obligation towards Performance – cum – Warranty to the BUYERs.
4. We , the _____ Bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLR that, In the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or would be caused or suffered by the BUYER by reason of breach / failure to perform by the said SELLER of any of the terms and conditions in the contract related to Performance and Warranty clauses , we will pay you , on demand and without demur , all and any sum up to { 5% of Total Contract Price (including taxes and duties)} _____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.
5. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alternations in the obligations of the SELLLER or by any forbearance whether as to payment , time performance or otherwise.
6. We further agree that any such demand made by the BUYER on the Bank shall be conclusive , binding , absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or rise between you and the SELLLER or any other person.
7. In no case shall the amount of this guarantee be increased.
8. This performance -Cum-Warranty shall remain valid for a period until three months beyond the warranty period as specified in the contract i.e up to _____
9. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs _____ { 5% of Total Contact Price (including taxes and duties)} for breach / failure to perform by the SELLER of any of the terms and conditions of the contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawings not exceeding 5% of the Total Contract Price (including taxes and duties) (_____only)(mentioned BG amount)
10. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s_____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.
11. Notwithstanding anything contained herein above:
    a. Our liability under this Guarantee shall not exceed Rs _____(Rupees_____ only (in word).
    b. This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the contract i.e. up to _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.
    c. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____(Expiry Date).

Dated the _____day of _____(month and year)
Place:
Signed and delivered by _____(name of the bank)

Through its authorized signatory
(Signature with Seal)

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Appendix J

Documents to be submitted by the bidder along with their techno commercial proposals

The list of documents which needs to be mandatorily submitted by the bidder as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the bidder from the bidding process.

Sl no	Reference	Document Description
1	Para 3.5 (a)	Declaration by Bidder: Debarment of vendors
2	Appendix A	Procurement technical specifications and all the documents sought in sl no 13 Vendor qualification criteria
3	Appendix B	Incorporation Certificate, PAN, GST certificates
4		Signed copy of the Entire RFQ
5		Appendix E , Appendix F and Appendix G can filled in RFQ document itself and upload in SRM

BEML LIMITED

APPENDIX- K

(*To be executed on plain paper and applicable for all tenders of value _ Rs. 1 Crore and above)*

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 it there be 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,

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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 **Appendix (K-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)/Contactor(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 act as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

(1) 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.

(2) 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

(1) 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.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

(1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

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(2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) 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) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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

(1) 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

(2) 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.

(3) 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

(4) 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.

(5) 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.

(6) 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, should the occasion arise submit proposals for correcting problematic situations.

(7) 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.

(8) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

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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

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

(8) 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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BEML LIMITED

Witness 2:
(Name & Address)

Witness 2:
(*Name & Address*)

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Appendix K-1

(Applicable Agents / Suppliers to Sign, Seal & Upload / Submit)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

(For & On behalf of Bidder/Contractor

BEML LIMITED