

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Ref. No: CM/6300040150 /2025

Date: 19.11.2025

TENDER NOTICE

Sub: Request for Quotation for Supply of Medicines for 2 years

Tender Closing Date & Time: 10.12.2025 at 14.00 Hrs

BEML LIMITED invites tender through e-mode in three bid system (**Pre-Qualification Bid** – through manual mode, **Technical Bid** and **Price bid** in e-mode through BEML SRM platform) for Supply of Medicines to BEML Bangalore Complex, KGF Complex, Mysore Complex and Corporate Office on long term basis for a period of 2 years, tentatively from Jan-2026 to Dec-2027 in accordance with the enclosed terms and conditions within the due date and time mentioned above.

All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications, etc., if any to the tender will be uploaded at our website / SRM Portal / CPP Portal.

General Manager
Corporate Materials

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Request for Quotation for Supply of Medicines for 2 years

This tender is designated as the tender for Supply of Medicines to BEML Bangalore Complex, KGF Complex, Mysore Complex and Corporate Office on long term basis for a period of 2 (Two) years commencing from the date of award of contract.

1. The tender consists of three parts: -

- Part A: Pre-Qualification Bid – **to be submitted manually in sealed cover**
- Part B: Technical Bid – **through e-mode on BEML SRM platform**
- Part C: Price Bid - **through e-mode on BEML SRM platform**

Note: To participate in this e- tender you should have Valid Class 3 Organization digital signature with Signing and Encryption.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269.

2. PART A – PRE-QUALIFICATION BID

Submission of EMD & Integrity Pact in sealed cover through manual mode is mandatory.

Sl. No.	Description	Requirement
1	EMD	Online / Offline / Exempted
2	Integrity Pact	Duly signed Integrity Pact (I.P.) (as per Annexure-B) in original along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

EMD:

I. The EMD amount of Rs.25,000/- (Rupees Twenty Five Thousand Only), can be submitted in either way as detailed below:

i. Online Payment of EMD amount:

a)Open the following link:

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>

b)Read the terms & conditions, tick the acceptance box and click on Proceed.

c)In ‘Select State’ dropdown, select All India and click on the Go button.

d)In ‘Select Payment Category’, select EMD/ Tender Fee.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

- e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.
- f) **If online payment is made copy of the transaction copy to be submitted in pre-qualification bid or else DD / Banker's cheque OR BG to be submitted in pre-qualification bid.**

ii. Payment of EMD amount through DD / Banker's Cheque:

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

- iii. An irrevocable Bank Guarantee for EMD from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-A having a validity period of bid validity + 45 days from the date of opening of Tender.**

II. EMD Exemption:

In case of exemption of EMD, supporting documents like MSE certificate / NIC / DIC / SSI certificates to be submitted in pre-qualification bid.

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Under MSE category, only Micro and Small manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Medium Enterprises are not exempted from EMD submission.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

III. General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than amount will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) No responsibility will be taken for postal or non-delivery/non-receipt of **Pre-Qualification Bid**.
- i) The EMD may be accepted in the form of online, Account Payee Demand Draft, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized/ Scheduled / Commercial Banks.
- j) EMD is exempted only for Micro & Small Enterprises.

IV. Forfeiture of Earnest Money Deposit (EMD):

- a) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- b) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

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

INTEGRITY PACT:

Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited would be eligible to participate in the Tender with BEML.

Duly signed Integrity Pact (I.P.) (as per **Annexure-B and Enclosure to Annexure-B**) **in original** along with its enclosure. All pages of Integrity Pact including its enclosure to be signed with company seal by the Bidder. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

The Central Vigilance Commission (CVC) has appointed the below senior executives as Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. Address of IEMs are as below:-

Shri Kasi Vidyasagar, IAS (Retd.) House no 55, Dream valley gated community, Manikonda, Hyderabad – 500089. Email ID: kasividyasagar@gmail.com	Shri Lt. Gen. Abhay Krishna, (Retd.) 4A-902, Gurjinder Vihar, AWHO Township, Sector CHI-1 Greater Noida, UP – 201310 Email ID: abhayabk@gmail.com
---	--

SUBMISSION OF PRE-QUALIFICATION BID:

EMD along with Integrity Pact (Annexure – B along with Enclosure) to be submitted as **“PRE-QUALIFICATION BID”** on or before closing date and time of the tender to the following address:

**General Manager
Corporate Materials,
BEML LTD, BEML SOUDHA,
23/1, 4th Main, S.R. Nagar,
Bangalore – 560 027
Karnataka.**

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The above said original Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate / Bid Guarantee / Online Payment Receipt and Integrity Pact shall be submitted in Sealed envelope through courier / post / hand duly superscribing as “PRE-QUALIFICATION BID – Bid No 6300040150 dated 19/11/2025 Closing date 10/12/2025 Time 14:00 Hrs” written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope. The Bidders who have not submitted Pre-Qualification Bid through manual mode will be rejected straightaway. Also bid submitted with EMD in the form other than Demand Draft / Banker’s Cheques will be rejected straightaway.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

PART B: TECHNICAL BID - through e-mode on BEML SRM platform:

The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document. Please upload all the technical documents in the C- Folder in the BEML SRM system. Please ensure that **no price details** are mentioned in any of the documents uploaded as part of the Technical Bid.

Only manufacturers should quote through e-mode & BEML will not accept authorizing any of its dealers to quote on behalf of manufacturer. Manufacturer shall have a valid manufacturing license issued by the drug controlling authority.

Distributors / Suppliers / Agents / C&F Agents / C&A Agents are not eligible to participate in the tender on behalf of any company.

Bidders shall upload all the technical documents mentioned in below table.

(To be filled by Bidder and to be uploaded in the C- folder of BEML SRM System along with relevant documents)

Slno	Particulars	To be filled and signed all the relevant documents and upload in SRM Portal under C-folder Technical attachment.
1	Brief Details about the Bidder	Please upload filled-in format as per Annexure - C in collaboration folder
2	Valid up-to-date Good Manufacturing Practices Certificate (GMP) a) Declaration in the format given in Annexure -D . b) Upload valid up-to-date GMP Certificate Issued by the Licensing Authority c) In case of Importer should upload the WHO (World Health Organization) GMP	a) Upload declaration in the format given in Annexure - D declaring that the bidders comply the requirements of Valid up-to-date GMP. b) Upload valid GMP Certificate Issued by the Licensing Authority c) Upload the WHO (World Health Organization) GMP
3	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Upload Valid Drugs Controller Certificate for Manufacturing & Marketing Medicines & Drugs for quoted Medicines.
4	Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during last three consecutive years	Upload valid Non-conviction Certificate for last three consecutive years

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Slno	Particulars	To be filled and signed all the relevant documents and upload in SRM Portal under C-folder Technical attachment.
5	An Undertaking by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Upload Undertaking document as per the format Annexure – E
6	Acceptance of all the tender terms and conditions of the tender.	Upload document as per the format Annexure – F.
7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Upload document as per the format Annexure – G.
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – H.
9	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2022-23, 2023-24 & 2024-25) should be minimum Rs. 460 Lakhs	2022-23 Rs. 2023-24 Rs. 2024-25 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded OR CA certification for above 3 years shall be uploaded
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – I
12	Bid Declaration	Please upload Annexure – J

Note:

- (1) Please upload all the technical bid documents in SRM portal.
- (2) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (3) BEML reserves the right to seek clarifications/obtain missing documents from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (4) Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document / Integrity Pact as Pre-qualification bid. If bidder has not submitted any of these as Pre-qualification bid, their technical bid will not be considered for further evaluation.
- (5) Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

- (6) Corrigendum regarding the tender if any, will be published in SRM portal, BEML Website / CPP Portal only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- (7) The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

PART C: PRICE BID through e-mode on BEML SRM platform

Price bid of only technically qualified firms will be open for further evaluation.

Price Bid to be submitted through e-mode on or before due date and time mentioned above. The Unit Rates quoted shall be net landed price as explained below: -

- i. Please consider Medicine description as mentioned in enclosed Annexure only. In SRM, due to space constraints description printed upto 40 characters. Hence please consider description as mentioned in Annexures.
- ii. **Please quote the Unit rates (inclusive of all costs & taxes) against the respective items in 'Item Data' in the BEML SRM system only against the respective items provided therein.**
***inclusive of all costs -** inclusive of Excise Duty/Cess, Custom Duty, Transportation, Packing & forwarding charges, Insurance and GST etc. on FOR Destination basis
- iii. **The unit rates quoted should be in line with the rates applicable to all Govt. hospitals and Institutions**
- iv. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. However, SRM platform enables the bidder to alter the **Price unit** and any of such changes then bidder shall invariably substantiate / clarify by way of note in the notes column.
- v. The bidders shall quote the rates in Rupees and Paisa (in 2 decimal) as per column "**Unit measurement for quoting**" mentioned in "**Annexure – I & Annexure - II to Bid Invitation number 6300040150 dated 19.11.2025**".
- vi. Bidder shall not alter the "Submitted Quantity" (in SRM system) which is the estimated annual quantity as per **Annexure – I & Annexure - II to Bid Invitation** for any line item, if they do so, their entire bid will be rejected.
- vii. The requirement indicated in tender is only the tentative requirement and may increase or decrease. Actual quantity will be ordered on need basis. The rates quoted should not vary with the quantum of the order or the destination. The rates finalized should be fixed for tenure of contract.
- viii. **The Price bid evaluation is purely on L1 basis i.e lowest quote of each line item among the item sl.no. (Product).**

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

- ix. **Bidder to fill up the Price Breakup as per Annexure – II in Excel format (Price Breakup format) for the quoted items and shall upload the Excel File in SRM portal under “Notes & Price Attachments”**

Note: Price quoted in SRM will be considered for price evaluation. Full description of medicines available in Annexures to be considered.

- x. Price bid of only technically accepted/qualified offers will be opened subsequently.
- xi. Before quoting the bid, the bidder is advised to carefully verify the additional Terms and Conditions document uploaded on the portal to confirm the item strength, value, and unit of supply.

6. QUERY:

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to david.gangte@bemltd.in with copy to anithak@bemltd.in closing date.

7. TERMS & CONDITIONS

- a) **Price Bid Validity:** should be valid for 120 days (one hundred twenty days) from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.
- b) **Payment terms:** 100% payment on 45th day for MSEs and for others on 60th day from the date of receipt of items at respective Divisions of BEML i.e. KGF Complex, Bangalore Complex, Mysore Complex and Corporate Office.
- b) **Supply:** FOR Destination basis at BEML Medical centers located at Kolar Gold Fields, Bangalore, Mysore and Corporate Office **preferably within 15 days from date of receipt of Purchase order.** Supply of medicines shall be as per Purchase Order / Indent. Alternate Medicines will not be acceptable unless backed by a written communication from BEML.
- c) **Performance Bank Guarantee:**
Within 30 days of receipt of the Purchase order from BEML Limited, the successful bidder shall furnish a Security in the form of ePerformance Bank Guarantee (without taxes) issued by any Scheduled Commercial Bank authorized by RBI for an amount of 5% of the Contract value (without taxes). The Performance Bank Guarantee should be valid for a period of six (6) months from beyond the expiry date of the contract OR deposit 5% of PBG value in BEML account. Bank Guarantee to be submitted only through **online NeSL platform mandatorily.**
- d) **Return of Performance Bank Guarantee:** The Performance Bank Guarantee will be returned to the successful bidders after six months of the expiry of contract and upon there being no claim in full or part thereof on the Supplier. Also, supplier to submit no claim certificate stating that no claim is pending from BEML.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

e) Encashment of Performance Bank Guarantee by BEML:

- i. The Performance Bank Guarantee will be encashed by BEML to the extent necessary if the performance is not satisfactory.
- ii. If there is any breach of the terms and conditions of the contract on the part of the successful bidder after award of contract.
- iii. In case of failure to execute the agreement.
- iv. If the successful bidder fails to supply in accordance with the instructions given by BEML as per the agreed terms.
- v. The decision of BEML will be final with regard to the encashment of Performance Bank Guarantee and the extent thereof

- f) Agreement:** The successful bidder/s (henceforth referred as Supplier) shall enter into a Contract Agreement on a Rs. 500/- stamp paper within 15 days from the date of issue of letter of Intent with BEML embodying the terms & conditions of this tender and other suitable condition as may be laid down by BEML. The agreement shall be valid for two years from the date of awarding the contract and with a provision for extension for a further period upto one year at the same rate, terms & conditions. The draft agreement (as per BEML proforma) to be signed after finalization of the contract – **Annexure - K**.

All expenses for executing the agreement on stamp paper shall be paid by the Supplier entering into agreement.

- g) Fall Clause:** The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the supplier sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be, during the period, till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the supplier reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer of sale to BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and may be liable for cancellation of the contract as well as encashment of the PBG amount.

- i) Supplied Medicines** should have at least 75% of shelf life at the time of receipt at BEML. If the shelf life of the drug supplied is less than the period that is prescribed in the tender condition, then the supplier shall take back the stock supplied at his cost. Items with lower shelf life may be accepted at the discretion of BEML.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

-
- j) In case the Medicines supplied by your firm cannot be used, on account of expiry date, the same has to be replaced free of cost. BEML Divisions will inform the Firms to replace the expired drugs / due for expiry & the same are to be collected by the supplier within 15 days from the date of intimation from BEML. If the rejected / expired drugs are not collected within 30 days from the designated location, BEML reserves the right to scrap such drugs at suppliers risk without any further intimation.
- k) Valid Drug controller certificate to be submitted along with each supply. The successful bidder shall submit Form 39 for the medicine items at the time of supply. The supplier shall, furnish a copy of the test report for each batch of items supplied by him specifically issued by NABL accredited testing laboratories / Government testing laboratory at the time of delivery to the consignee. Basing on the NABL/ Govt. Laboratory standard quality test report, the same batch of drug can be distributed for issue/ consumption at health institutions/facility level.
- l) If any items supplied by the supplier are found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, at any time during the shelf life of the product, then the firm has to replace the entire quantity of that batch, irrespective of the fact that the supply has been consumed partially/fully.
- m) In case any batch of medicines are rejected and is communicated by the drug controller, such medicines, to the extent available at our hospitals should be replaced free of cost immediately.
- n) **Liquidated Damage (LD) Clause:** - LD applicable shall be @ **0.50%** per week or part thereof subject to a maximum of **5%** of the value of undelivered quantity out of the scheduled quantity for delayed supplies beyond mutually agreed delivery date. GST at applicable rates shall be charged extra on the liquidated damages recovered.
- o) **Non-performance Clause / Risk Purchase Clause:** - In the event of failure of the supplier to deliver medicines within the stipulated date/period of the purchase order, or in the event of breach of any of the terms and conditions mentioned in the purchase order, we reserve the right to purchase the Medicines from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in this division and also any other divisions of BEML Ltd.
- p) **Validity of Rates & Extension of Contract period:** The offered/ finalized prices shall remain valid during tenure of contract unless there is change in statutory levies and with a provision for extension for further period upto one year at the same price, terms & conditions.
- q) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform ordering authority immediately about such reduction in the contracted prices. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

-
- r) **Acceptance / Rejection Procedure: If Goods supplied are not as per finalized brand/specification indicated in BEML orders the same will be totally rejected.**
- s) **BEML Logo:** BEML logo should be printed on bulk supplies.
- t) BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereof.
- u) Canvassing by bidders in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
- v) There can be only 1 set of bids from each Bidder.
- w) The offered/ finalized prices shall remain valid during pendency of contract. BEML's acceptance of the tender at the quoted / finalized rates will be binding on the bidders during the tenure of contract.
- x) 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.
- y) The correspondence exchanged against the tender from both tenderer and BEML through official email is considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business
- z) **Bidders are requested to put the page numbers in all the documents which are uploaded in the SRM portal.**
- aa) **Acceptance of Order:** The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemlltd.in

9. OTHER TERMS & CONDITIONS

9.1 ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

9.2 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, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

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

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

9.3 APPLICABLE LAWS AND JURISDICTION OF COURTS:

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

9.4 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 indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

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

9.6 JURISDICTION: Courts at 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 the Company and the Supplier.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemlltd.in

9.7 DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

9.8 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.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

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

9.10 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.

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

9.12 NON-WAIVER OF DEFAULTS If any individual provision of the Contract is invalid the

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

9.13 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract 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.

9.14 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

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

Commitment by the Contractor: The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

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

9.15 APPLICABILITY OF TDS UNDER INCOME TAX ACT 1961:

- i. Tax deduction at source will be applicable on the supplies made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from the invoice at the time of accounting of invoice (or) at the time of payment, whichever 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 invoice 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 countries.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure - A

BID GUARANTEE FORMAT

(in place of EMD amount)

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:dated
-----M/s..... herein after called
the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....
.
.....

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs.....(In words and figures) valid for days from..... is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

We, theBank at.....
having our Head office at(Local
address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the
amount of Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made
by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference
raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This
date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee
is required the same shall be extended to such required period (not exceeding one year) on receiving
instruction from M/s.....
..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this
.....day of.....at

Witness (Signature)

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – B

Ref:- Bid Number: _____ Dated: _____

Annexure (B)

(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 if 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, 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

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure (J-1)**.

- e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or 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 Transgressions

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders
- (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.
- (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

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

- (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

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 intentions.
- (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.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

- (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:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Enclosure to Annexure –B

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 Bidders 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 bidder 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 Bidders 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 Bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder 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.

-----X-----

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – C

Ref:- Bid Number: _____ Dated: _____

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers: - IFSC Code: Banker's Name: - Branch Name: Address: - Contact Number: -

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

ANNEXURE – D

**DECLARATION
(GMP)**

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of Bid Invitation No **6300040150 dated 19.11.2025** for supply of Medicines floated by the BEML Ltd and accepts all conditions of Tender document.

I/We declare that my / our Company possesses the valid license and Valid UpToDate GMP Certificate as per revised Schedule - M issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule - M of Drugs & Cosmetics Act, 1940 and the Rules made there under.

I/We agree that the Purchaser forfeiting our EMD and blacklisting me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule-M of the said Act.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – E**UNDERTAKING**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300040150 dated 19.11.2025** the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender including Amendments, Clarifications, Corrigendum etc. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions. If medicines are not supplied after awarding the contract, the same will be purchased by BEML from local market and the difference amount will be deducted in your / your authorized suppliers bills.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – F

Ref:- Bid Number: _____ Dated: _____

ACCEPTANCE OF TENDER TERMS AND CONDITIONS

Bidder Name: M/s. _____

- | | | |
|--|---|---|
| 1. Offer Validity | : | 120 days from date of opening of tender |
| 2. Contract Price Validity | : | Two years from date of award of contract |
| 3. Payment | : | 45 days for MSE firms & 60 days for other firms after receipt & acceptance of Medicines at BEML |
| 4. Supply Terms | : | FOR Destination |
| 5. Delivery | : | Within 15 days from date of receipt of Purchase order |
| 6. Risk Purchase Clause | : | Agreed |
| 7. Replacement of Expired drugs | : | Agreed |
| 8. Supply of Medicines with 75% shelf Life | : | Agreed |
| 9. LD Clause | : | Agreed |
| 10. Fall Clause | : | Agreed |
| 11. Supply of Approved Brands only | : | Agreed |
| 12. BEML LOGO on Bulk Supplies | : | Agreed |
| 13. Appropriation | : | Agreed |
| 14. Force Majeure | : | Agreed |
| 15. Arbitration Clause | : | Agreed |
| 16. Jurisdiction Clause | : | Agreed |
| 17. Acceptance of all other tender terms & condition | : | Agreed |
| 18. Drug controller certificate to be submitted along with each supply | : | Agreed |

I / We hereby agree to the all other terms & Conditions of tender.

Place: _____ **(Signature of the Bidder)**

Date: _____ **Bidder's Full name with seal)**

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – G

UNDERTAKING

The General Manager (Corporate Materials),
BEML Limited,
'BEML SOUDHA', 23/1
4th Main, S R Nagar
Bangalore-5600027 India

Reference: Bid Invitation No: **6300040150 dated 19.11.2025**

Dear Sir,

- a. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

Note: If it is found that the Bidder has not provided the true declaration then BEML reserves the right to cancel the contract and forfeit the EMD/ invoke Performance Bank Guarantee forthwith & blacklist of firm for 3 years.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure-H

Ref:- Bid Number: _____ Dated: _____

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

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

-
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and **wherever the law requires, an Electronic Reference Number for each invoice should be provided**. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
 11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
 12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
 13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
 14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
 15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
 16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
 17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

for M/s.....

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure – I

Ref:- Bid Number: _____ Dated: _____

COMPLIANCE SHEET AS PART OF THE TECHNICAL BID

Sln	Particulars	Documents to be uploaded	Compliance (Yes / No)	Remarks
1	Brief Details about the Bidder	Please upload filled-in format as per Annexure - C in collaboration folder		
2	Valid up-to-date Good Manufacturing Practices Certificate (GMP) a) Declaration in the format given in Annexure –D . b) Upload valid up-to-date GMP Certificate Issued by the Licensing Authority c) In case of Importer should upload the WHO (World Health Organization) GMP	a)Upload declaration in the format given in Annexure - D declaring that the bidders comply the requirements of GMP. b)Upload valid GMP Certificate Issued by the Licensing Authority c)Upload the WHO (World Health Organization) GMP		
3	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Upload Valid Drugs Controller Certificate for Manufacturing & Marketing Medicines & Drugs.		
4	Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during last three consecutive years	Upload valid Non-conviction Certificate for last three consecutive years		
5	An Undertaking by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Upload Undertaking document as per the format Annexure – E		
6	Acceptance of all the tender terms and conditions of the tender.	Upload document as per the format Annexure – F .		
7	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Upload document as per the format Annexure – G .		

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemlltd.in

8	Special Conditions arising out of implementation of GST Tax Indemnity clause	Upload document as per the format Annexure – H.		
9	Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e.2022-23, 2023-24 & 2024-25) should be minimum Rs. 460 Lakhs	2022-23 Rs. 2023-24 Rs. 2024-25 Rs. Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded OR CA certification for above 3 years shall be uploaded		
10	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: iii. PAN Number iv. GST Registration details/ Certificate	Please upload scanned copies of iii. PAN Number iv. GST Registration details/ Certificate		
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – I		
12	Bid Declaration	Please upload Annexure – J		
13	Form-39	The successful bidder shall submit Form 39 for the medicine items at the time of supply. The supplier shall, furnish a copy of the test report for each batch of items supplied by him specifically issued by NABL accredited testing laboratories / Government testing laboratory at the time of delivery to the consignee. Basing on the NABL/ Govt. Laboratory standard quality test report, the same batch of drug can be distributed for issue/ consumption at health institutions/facility level.		

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Annexure-J

Ref:- Bid Number: _____ Dated: _____

Bid Security Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, M/s _____ {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI)/ PO/Contract, then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of M/s BEML Limited and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA", 23/1, 4TH Main, S.R. Nagar, Bangalore - 560027

Phone: 080-22963 179 mail: david.gangte@bemltd.in

Ref. No: CM/6300040150 /2025

Annexure – K
Date: xx.xx.2025

AGREEMENT

THIS AGREEMENT made the day of, 20..... Between (*Name of purchaser*) of (*Country of Purchaser*) (hereinafter "the Purchaser") of the one part and (*Name of bidder*) of (*City and Country of bidder*) (hereinafter called "the Bidder") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz: Supply of Medicines in the tender **Bid Invitation No. 63000xxxxx dated xx.11.2025 for Supply of Medicines** and has accepted by the firm for the supply of those goods and services for two years for the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS the Company invited Tenders for supply of Medicines for the period of two year from **xx.xx.202x to xx.xx.20xx** with agreed rates & other terms and conditions as described in the **Annexure – I & II** to BEML Bangalore Complex, KGF, Mysore and Corporate Office vide Tender Enquiry Referred above.

WHEREAS in response to the same, the Bidder has submitted their offer for supply of Medicines tender which has been accepted by the company and after negotiations.

2. WHEREAS in this manner the contract has come into existence between the parties in this regard and has been agreed that a formal agreement should be executed between the parties in this regard. That during the period up to **xx.xx.20xx** the Bidder shall duly and promptly supply Medicines as per terms and conditions of the tender.

This contract shall be in force up to **xx.xx.20xx** and the contract is subject to agreed rates by the firm as per the enclosure.

Notwithstanding the foregoing, the company shall be at liberty to terminate the contract covered by this agreement, without assigning any reason by giving 15 days notice in writing and also reserves the right to award contract to any other supplier.

All the Tender terms & conditions are as per BIN: **6300040150 dated 19.11.2025** along with its corrigendum's forms part of this agreement.

For BEML LIMITED

For Firm

(Signature& Seal)

(Signature& Seal)

Witness 1)

Witness 1)

2)

2)