



Notice Inviting Expression of Interest (EoI)
for
Collaboration
for
All-Terrain Vehicle (ATV)

EOI Reference No: **CTPAM/EoI/FPIIC/ATV/2026/27**

Date of Issue **20-02-2026**

EoI closing date: **23-03-2026**

Issued by

BEML LIMITED

(Schedule 'A' Company under Ministry of Defence, Govt. of India)

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SECTION-1

Disclaimer

The information contained in this Expression of Interest (EoI) document provided to the Prospective Collaborator(s), by or on behalf of BEML or any of its employees, advisors, agents etc is provided to the Prospective Collaborator(s) on the terms and conditions set out in this EoI document and all other terms and conditions subject to which such information is provided.

1. The purpose of this document is to provide the Prospective Collaborator(s) with information to assist the formulation of their proposal. This EoI document does not purport to contain all the information each Prospective Collaborator may require and does not by implied or expressed terms and conditions intend to establish an offer to the prospective Collaborator. This EoI document may not be appropriate for all persons/entities, and it is not possible for BEML, its employees or its advisors to consider the business/investment objectives, financial situation and particular needs of Prospective Collaborator who reads or uses this EoI document. The assumptions, assessments, statements and information contained in this EoI may not be complete, accurate, adequate or conclusive. Each Prospective Collaborator should conduct its/their own investigations, due diligence and analysis and should check the accuracy, reliability and completeness of the information in this EoI document and where necessary, obtain independent advice from appropriate sources.
2. BEML, its employees and advisors make no representation or warranty to full completeness or makes any representations, express or implied, in relation to the adequacy or accuracy of the information contained herein and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EoI document.
3. BEML may, in its absolute discretion, but without being under any obligation to do so, modify, amend or supplement the information in this EoI document.
4. BEML reserves the right to not proceed with the EoI, or to alter the timelines reflected herein, or alter its' procedure for the selection of Prospective Collaborator. Even upon

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- selection of suitable Prospective Collaborator, BEML is not bound to proceed ahead with the Prospective Collaborator and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
5. The Prospective Collaborator shall bear all costs associated with or relating to the preparation, business/technical discussion/presentation and submission of response against this EoI. BEML shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the EoI process.
 6. Canvassing in any form by the Prospective Collaborator(s) or by any other agency on their behalf shall lead to disqualification of their EoI.
 7. Notwithstanding anything contained in this EoI, BEML reserves the right to accept or reject any application and to annul the EoI process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons, thereof. In the event that BEML rejects or annuls all the applications, it may at its discretion, invite all eligible Prospective Collaborators to submit fresh applications.
 8. BEML reserves the right to disqualify any Prospective Collaborator during or after completion of EoI process, if it is found there was a material misrepresentation by any such Prospective Collaborator or the Prospective Collaborator fails to provide within the specified time, supplemental information sought by BEML.
 9. BEML reserves the right to verify all statements, information and documents submitted by the Prospective Collaborator in response to the EoI. Any such verification or lack of such verification by BEML shall not relieve the Prospective Collaborator of his obligations or liabilities hereunder nor will it affect any rights of BEML.



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SECTION-2

Schedule of EoI process & Contact details

A. Schedule of EoI process

The schedule of activities during the EoI Process shall be as follows -

Sl. No.	Description	Date
01	Issue of EoI Document	20.02.2026
02	Last date of Submission of EoI response	23.03.2026

B. Contact Details for clarification related to EoI

Mr. Madhusudhan B H,
General Manager(O) – R&D
FPIIC, Bangalore Complex, BEML Ltd.,
Bangalore, Karnataka, INDIA
Email: madhusudhan.bh@bemlltd.in
Mobile: +91-7406897591

C. The response to EoI shall be submitted on or before the EoI closing date (as mentioned above) only **through email to bemleoi@bemlltd.in** . The subject of the email shall mention EoI reference: “**CTPAM/EoI/FPIIC/ATV/2026/27 Dtd 20.02.2026, Response to EoI for Collaboration for All-Terrain Vehicle (ATV)**”

D. In case any amendment/ corrigendum to this EoI is issued, it shall be notified only at BEML website (<https://www.bemlindia.in/active-tenders/>).

SECTION-3

ABOUT BEML LIMITED

- a. BEML Limited, a “Schedule - ‘A’ company under the Ministry of Defence (MoD), Government of India, was established in the year 1964. The Company has a state-of-the art, well established and dedicated Research & Development, Product Design, Manufacturing Facilities, Assembly Shops for Equipment and Aggregates, Testing facilities etc. The Company is backed with a strong and well experienced skilled manpower in the areas of Defence & Aerospace, Maritime, Mining & Construction and Rail & Metro equipment.

- b. BEML Limited has three business verticals viz., Defence & Aerospace, Rail & Metro and Mining & Construction which are divided into 14 SBUs & 2 Micro SBUs, with four manufacturing complexes located at Bengaluru, Kolar Gold Fields (KGF), Mysuru and Palakkad. All the manufacturing divisions of BEML Limited have been accredited with ISO 9001 – 2015 and ISO 14001 (HSC) certification. Apart from this, BEML Limited has its own world-class composite R&D establishment for Design & Development of various products.

More details about the entire range of BEML's products and operations can be viewed by visiting our web site www.bemlindia.in

SECTION-4

Details of Expression of Interest (EoI)

4.1 Introduction:

BEML invites application/response to this Expression of Interest (EoI) from the Prospective Collaborator(s), who are eligible and willing to associate with BEML for All-Terrain Vehicle (ATV), for Indian Defence Services.

4.2 Preamble:

The Prospective Collaborator must be an Original Equipment Manufacturer (OEM), Indian startups (as defined by *Department of Industrial Policy and Promotion*) having proven technology of ATV or similar vehicles having higher specification/ better version of ATVs than the proposed technical specification detailed in Annexure-2.

The OEM shall have robust R&D to customise the specification of ATV vehicle as necessary meeting customer requirement. The OEM shall be aware of the procurement policies of Indian Army under Buy (Indian-Indigenously Designed Developed and Manufactured) i.e., Buy (Indian-IDDM) category of Defence Acquisition Procedure (DAP)-2020.

BEML would like to collaborate with such OEMs as described above on long term association to Design and Develop ATVs meeting customer requirement.

4.3 Scope of Co-operation:

4.3.1 For the specific RFI/RFPs from Indian MoD, BEML and the Prospective Collaborator shall jointly study the requirement and prepare technical responses. As deemed necessary commercial aspects also will be discussed on mutual agreeable terms and conditions for participating in the tender/RFP.

On technical shortlisted, BEML and collaborator shall offer the customised ATV developed jointly to Indian MoD on No-Cost No-Commitment (NC-NC) basis.

Further, on Techno-commercial shortlisting, BEML and collaborator shall start the production activities on mutually agreed terms and conditions and also meet all other contractual obligations.

4.3.2 Post EoI response and selection, BEML and the collaborator shall execute a Non-Disclosure Agreement (NDA).

4.3.3 In order to meet the RFP/RFQ terms and conditions, BEML and the collaborator may enter into MoU/Definitive Agreements to execute the projects with specific workshare for manufacture, assembly, quality control, testing, field installation, commissioning, repair, spare parts & service, maintenance, documentation/manuals along with commercials.

Note:

1.) *Further discussions on co-operation with the prospective Collaborator/ Collaborators will be initiated on receipt of RFP/RFQ from the customer. This process is for advance preparation only.*

2.) *In-case of multiple OEMs qualifying the EoI, BEML will discuss with all such selected OEMs for each opportunity and enter into MoU/Agreement with only one (01) OEM, who is offering the best techno-commercial proposal for specific products*

3) *The condition of prior turnover and prior experience may be relaxed as per General Financial Rules (GFR) Rule 173 (i), for DPIIT - recognised Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical requirements of the EoI.*

4.4 Submission and Process of EoI Evaluation:

4.4.1 The Prospective Collaborator meeting the Pre-qualification requirements (PQR) as specified in clause 4.5 below are invited to submit their response to this EoI.

4.4.2 Upon receipt of response(s) against this EoI, BEML will review the response(s) through a Technical Evaluation Committee (TEC) to ascertain suitability and shortlist Prospective Collaborator for further discussions.

4.4.3 On evaluation, only selected OEMs will be informed about their shortlisting.

4.5 Pre-qualification requirements (PQR)

The Prospective Collaborator shall meet following qualification requirements as on the date of submission of EoI (to be substantiated by a documentary evidence):

The Prospective Collaborator must be an Original Equipment Manufacturer (OEM) of All-Terrain Vehicle (ATV) or their duly authorized representative company or OEM's subsidiary.

4.5.1 Prospective Collaborator, if an OEM, must be a registered entity in accordance with the law, with continuous operation as on the date of publication of this EoI.

4.5.2 Prospective Collaborator, if a representative company or OEM's subsidiary, must submit a legally binding agreement with the OEM, clearly outlining their authority to act on behalf of the OEM in matters pertaining to the use of the OEM's technology, for the purpose of this EoI. In which case, the Prospective Collaborator shall submit technical, financial & other miscellaneous credentials / responses of the OEM along with a declaration from the OEM authenticating these submissions.

4.6 Instructions:

4.6.1 The interested Prospective Collaborator(s) should submit their response(s) along with enclosed annexures.

Annexure-1: Eligibility Criterion

Annexure-2: Technical Specifications / Configuration of All-Terrain Vehicle (ATV)

Annexure-3: Reference List: The Prospective Collaborator's major supplies in last 10 years.

Annexure-4: EoI response format.

Annexure-5: Certificate as to Authorized Signatories.

Annexure-6: Declaration by the Prospective Collaborator regarding any pending litigation, arbitration cases.

Annexure-7: Declaration by the Prospective Collaborator regarding blacklisting.

Annexure-8: Certificate for Land Border Sharing

Annexure-9: Declaration for OEM

Annexure-10: Pre-Contract Integrity Pact

4.6.2 Language: All correspondences and documents related to the EoI response shall be in English language, provided that any printed literature furnished by the Prospective Collaborator may be written in another language, as long as such

literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the English translation shall govern. However, if the translation is found to be incorrect subsequently, BEML will have right to take appropriate action against the Prospective Collaborator as may be deemed fit.

4.6.3 The person signing the response to the EoI should have due written authorization from the Prospective Collaborator to sign the documents and should duly authenticate any errors or corrections in the EoI. Over writing should be avoided. Copies of the credentials/ documents which are to be annexed must be self-attested and bear the signature and seal of the authorized signatory / authorised representative of the interested Entity/Firm/Company. The interested Entity/ Firm/Company will be requested to produce the originals of all information / documents as and when so required by BEML.

4.6.4 Multiple proposals from the same Prospective Collaborator should not be submitted.

4.6.5 BEML at its discretion shall inspect the Prospective Collaborator's works/ office/ reference site premises for the purpose of evaluation, as deemed necessary before selection of Prospective Collaborator. BEML's decision in this regard shall be final.

4.6.6 Any Prospective Collaborator which has been declared insolvent, bankrupted, debarred/blacklisted by Central/State Governments of India or by any entity controlled by Central/State Governments of India from participating in any of their project/tender, as on date of submission of EoI, shall not be eligible to submit the EoI.

4.6.7 BEML shall receive applications pursuant to this EoI in accordance with the terms set forth herein, as may be modified, altered, amended and clarified from time to time by BEML and all applications shall be submitted in accordance with such terms on or before the date specified in this EoI for submission of applications.

In case any amendment/corrigendum to this EoI is issued, it shall be notified in BEML Portal which shall form part of this EoI

4.6.8 Restrictions on Prospective Collaborator from a Country which shares a Land Border with India:

- a) Interested Prospective Collaborator from a country which shares a land border with India will be eligible to respond to this EoI only if interested Prospective Collaborator is registered with Competent Authority (Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India). Such registration should be at least valid for the entire period of EoI due date or any extension thereof.
- b) Interested Prospective Collaborator from a country which shares a land border with India means:
- a. An entity incorporated, established or registered in such country sharing a land border with India; or
 - b. A subsidiary of an entity incorporated, established or registered in such country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4.7 REJECTION: An Expression of Interest is liable to be rejected for any of the following conditions:

- 4.7.1** The Expression of Interest is not accompanied by required documentation and has failed to provide clarifications related thereto, when sought by BEML.
- 4.7.2** Misrepresentation, lack of proper documentation, fraud, coercion, undue influence, canvassing etc., by the prospective collaborator.
- 4.7.3** The Expression of Interest is received after the closing time and date.
- 4.7.4** Any information which would have entitled BEML to reject or disqualify the Prospective Collaborator becomes known to BEML after the Prospective Collaborator has been qualified.

**4.8 EoI PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of EoI and recommendations shall not be disclosed to Prospective Collaborator(s). Any effort by Prospective Collaborator(s) to influence BEML in processing of EoI or selection decisions may result in the rejection of the response against EoI.

4.9 GOVERNING LAWS & JURISDICTION:

The EoI process shall be governed by, and construed in accordance with the laws of India and the Courts at Bangalore (India) shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the EoI process.

Foreign entity interested for collaboration with BEML for All-Terrain Vehicle (ATV) must have necessary clearance from their Govt. for Technology Sharing & Collaboration.

Annexure-1
Qualification criteria for shortlisting:
Essential Criteria:

Sr. No.	Evaluation Criteria	Documentary Evidence	Response**
<i>** The Prospective Collaborator shall fill & submit their response / compliance with supporting document / certificate / undertaking letter</i>			
(i)	Prospective Collaborator should be Original Equipment Manufacturer (OEM) / Representative Company or OEM's subsidiary, or duly authorised representative of the OEM of All-Terrain Vehicle (ATV) or similar such equipment.	<p>In case of OEM – Declaration is required to be furnished as per Annexure – 9.</p> <p>In case of Representative Company or OEM's subsidiary, or duly authorised representative of the OEM - Legally binding agreements with the OEM, clearly outlining their authority to act on behalf of the OEM in matters pertaining to the use of the OEM's technology, for the purpose of this EoI.</p> <p>Declaration is required to be furnished as per Annexure – 9.</p>	
(ii)	<p>Prospective Collaborator should have successfully Designed, Developed, Tested & Validated Technical and Performance Parameters of All-Terrain Vehicle (ATV)</p> <p>and</p> <p>Should be capable of customising the design meeting specifications as per Annexure-2 or better versions, manufacturing and producing the ATV</p>	<p>To provide Test Certificate to Indian standards or equivalent Military Standard recognised by international certification Agency.</p> <p>To submit details of its design, manufacturing and testing facilities, along with actual images, on their Company's Letter Head duly endorsed by Authorized Signatory.</p>	
(iii)	Prospective Collaborator should have an average turnover of Rs. 5 Crores (INR) and positive net worth for the last three years.	Audited Annual Reports for last 3 financial years. In case audited results are not available, provisional results duly certified by a statutory auditor or self-certified by CEO/MD/Country Head may be submitted.	



EoI for Collaboration for All Terrain Vehicle (ATV)



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Sr. No.	Evaluation Criteria	Documentary Evidence	Response**
** The Prospective Collaborator shall fill & submit their response / compliance with supporting document / certificate / undertaking letter			
(iv)	Prospective Collaborator should agree to develop the product as per specifications along with BEML and offer to Indian MoD on No Cost No Commitment (NC-NC) Basis.	The Prospective Collaborator should submit an undertaking to this affect on his Company's Letter Head duly endorsed by Authorized Signatory.	
(v)	Acquisition by Indian Defence Services demands indigenous content (IC) of minimum 60% on cost basis of the base contract price , the Prospective Collaborator should agree for co-production in India for meeting or exceeding the IC requirement.	The Prospective Collaborator should submit an undertaking to this affect on his Company's Letter Head duly endorsed by Authorized Signatory.	
(vi)	The Prospective Collaborator should agree for indigenisation / localization plan in India in collaboration with BEML in respect of Indigenisation.	Year wise / supply wise Indigenisation Plan is required on Company Letter head signed by Authorised Signatory.	
(vii)	The Prospective collaborator should agree to provide Warranty support for offered product/system as per customer requirement.	The Prospective Collaborator should submit an undertaking to this affect on his Company's Letter Head duly endorsed by Authorized Signatory.	
(viii)	The Prospective collaborator should agree to provide lifecycle support for a minimum of 20 years or as per customer requirement.	The Prospective Collaborator should submit an undertaking to this affect on his Company's Letter Head duly endorsed by Authorized Signatory.	

Signature & Seal:

Authorised Signatory of the Prospective Collaborator

Desirable Criteria:

Sr. No.	Evaluation Criteria	Response**
** The Prospective Collaborator shall fill & submit their response / compliance with supporting document / certificate / undertaking letter		
(i)	The Prospective Collaborator shall agree to establish manufacturing/assembly, integration and test facilities as per trial directives at their premises and also facilitate test facilities at BEML if required.	
(ii)	Prospective Collaborator willingness to allow BEML to have sole right to market the product/platform in India for Defence applications and export to friendly countries.	
(iii)	The Prospective Collaborator should be willing to share the details about IPRs owned for the technology or has an unencumbered right from the owner of the IPRs to sub-license the technology, if applicable. Where ever development of the product happens with contribution from BEML also, the collaborator shall agree to hold joint IPRs.	
(vi)	The prospective Collaborator should be willing to work with BEML as joint venture / consortium partner to fulfil the requirement of RFPs from Ministry of Defence, Govt. of India if deemed necessary.	

Signature & Seal:

Authorised Signatory of the Prospective Collaborator

Note:

The Prospective Collaborator shortlisted based on the eligibility criteria may be invited/video conference to make a presentation at a date, time and location notified by BEML. The purpose of the presentation would be to allow the prospective Collaborator to present its solution/methodology, experience, capabilities, infrastructure, and other key points, if any.

Annexure-2
General technical specifications of All-Terrain Vehicle (ATV) for Indian Army

The following are the basic specification. Higher specification/ better version is also acceptable.

Technical Characteristics

Sl. No	Parameters	Description	Reply/ Response**
<p><i>** The Prospective Collaborator shall fill & submit their response / compliance with supporting document / certificate / undertaking letter</i></p>			
1. Physical Characteristics.			
(a)	Seating Capacity	-	Minimum 04 personnel incl driver.
(b)	Braking System	-	Disc Brakes.
(c)	Transmission	-	Automatic.
(d)	Drive System	-	4x4 (High & Low).
(e)	Suspension	-	Independent Front and Rear.
(f)	Wheeled/Tracked	-	Wheeled.
(g)	Steering	-	Electronic/Hydraulic Assisted Power Steering.
(h)	Kerb Weight	-	Less than 02 Tons.
2. Operational Characteristics.			
(a)	Ground Clearance	-	Not less than 280 mm.
(b)	Minimum Payload	-	Not less than 600 kg.
(c)	Towing Capacity	-	Not less than 600 kg.
(d)	Engine Power	-	70 ~ 150HP;
(e)	Maximum Speed	-	Not less than 40 KMPH.
(f)	Operating Range	-	Not less than 150 Km.
(g)	Gradeability	-	Not less than 40 degree.
(h)	Side Slope	-	Not less than 25 degree.
(i)	Fordability	-	Not less than 2ft.
(k)	Operating Altitude	-	Up to 18000 feet.
(l)	Operating Temperature	-	Minimum Temperature. (-) 30 degree C. Maximum Temperature. 50 degree C.
(m)	Cold Start Facility	-	Should have inbuilt cold engine start system.

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Sl. No	Parameters	Description	Reply/ Response**
<i>** The Prospective Collaborator shall fill & submit their response / compliance with supporting document / certificate / undertaking letter</i>			
(n)	Winch Mechanism	- Minimum 3000 Kgs.	
(o)	Fuel Type	- Petrol/Diesel.	
(p)	Heliportability	- By service helicopters held with Indian Armed Forces (Chinook/Mi-26) with Tie-downs points in front and rear of vehicle for under slung and should be Para droppable.	
(q)	Roll Cage	- Should have a certified ROPS (Roll Over Protection System).	
(r)	Safety Arrangements	- Seat belts with four-point harness for all four front facing seats with quick release latch.	
(s)	Tyre	- The vehicle tyre should be commercially available, BIS compliant, Tubeless/ Tube Type, Radial/ Bias tyres suitable for intended terrain	
(t)	Navigation System	- The equipment should be based on GNSS based Navigation System to include NAVSTAR, GLONASS & IRNSS. The operator should have the option of selecting, deselecting & blocking any of the available GNSS Service. It should be compatible with DSM having shape file format.	
(u)	Accessories.	- Accessories as under should be provided with the vehicle.	
(i)	Overhead Canopy	- One soft detachable canopy, one hard detachable canopy.	
(ii)	Spare Tyre	- One per vehicle.	
(iii)	Jack	- One per vehicle.	

Signature & Seal:

Authorised Signatory of the Prospective Collaborator



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Annexure-3

Reference List: The Prospective Collaborator shall furnish a summary of their product reference as detailed below for major supplies in last 2 years

SL No	Name of Country where All-Terrain Vehicle (ATV) / similar product is working	No. of unit supplied	Year of Supply



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Annexure-4

{To be printed and submitted on Prospective Collaborator's official letterhead}

EoI RESPONSE FORMAT

To,
BEML Limited
SR Nagar, Bangalore 560027
E-mail: bemleoi@bemlltd.in

Dear Sir,

Ref: Expression of Interest to collaborate with BEML Limited for Notice Inviting Expression of Interest (EoI) for collaboration for All-Terrain Vehicle (ATV)

Having examined the Expression of Interest (EoI) document dated _____, downloaded from the BEML Limited portal. We, the authorised signatories of the Prospective Collaborator, intend to submit the response/proposal to the aforesaid EoI document.

We attach hereto the response/proposal to EoI as required as per the EoI document, which constitutes our response to EoI.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Company Name:		
Name:		
Title:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		



We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to BEML Limited are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead BEML Limited in its short-listing process nor suppressed any material facts.

We fully understand and agree that on verification, if any of the information provided herein is found to be false /misleading, our response / proposal is liable to be disqualified / rejected from the selection process or termination of the definitive agreement, if the Prospective Collaborator is selected, besides other action as may be required as per the BEML Limited Purchase Manual.

We agree to the unconditional acceptance of all the terms and conditions set out in the EoI document.

It is hereby confirmed that I / We are entitled and duly authorised to act on behalf of the Prospective Collaborator and empowered and authorised to sign this document as well as such other documents, which may be required in this connection.

Dated this

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the EoI Response for and on behalf of:

(Name and Address of the authorised representative/signatory with Seal / Stamp of the Prospective Collaborator)

Witness Signature:

Witness Name:

Witness Address:



Annexure-5

{To be submitted in the letter head of the Prospective Collaborator}

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

I, , the Company Secretary of
..... , do hereby
certify that Mr./Ms. Who signed the
EoI floated by BEML Ltd for collaboration for All-Terrain Vehicle (ATV) is authorized to
do so and bind the company by authority of its board / governing body.

Date:

Signature:

(Company Seal)

**Annexure-6**

{To be submitted in the letter head of the Prospective Collaborator}

DECLARATION BY THE PROSPECTIVE COLLABORATOR

This is to certify that our Entity/Company/Firm, _____, do not have any litigation, arbitration cases or any litigation against BEML Ltd or any other organisation pending before any Court / Tribunal/ Statutory Authority/Arbitrator in connection with any contract / tender issued by BEML Ltd.

The list of cases having monetary claims against the Prospective Collaborator, the result of which will have impact on its financial position, pending before any Court/Statutory Authority/Tribunal as on the date of submission of EoI.

Sr No	Petitioner /Respondent	Case number	CNR number	Court Name/place	Present Status/ Remarks, if any

ii) No Insolvency, liquidation or bankruptcy proceedings is pending before any Court/Tribunal.

Signature of Prospective Collaborator

(with Seal /Company Seal)



Annexure-7

{To be submitted in the letter head of the Prospective Collaborator}

DECLARATION BY THE PROSPECTIVE COLLABORATOR

This is to certify we _____ have not been banned / black listed / debarred from trade or from participating in any tendering process by BEML / Central Govt / State Govt. or any of its Dept. / Autonomous Institution / PSUs/ any statutory authority in India in last 05 years as on the date of submission of the response to the EoI

I / we hereby certify that all the information given above are true and correct.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



Annexure-8

{To be submitted in the letter head of the Prospective Collaborator}

CERTIFICATE FOR LAND BORDER SHARING

Applicant to refer, GOI office memorandum No. F.No.6/18/2019-PPD of Department of Expenditure Public Procurement Division, amended time to time and its subsequent Orders/Notifications

The applicant accordingly Certifies as below:

"I / We, have read the clause regarding restrictions on procurement from the applicant of a country which shares a land border with India; I certify that the applicant / Vendor is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby Certify that this Vendor / applicant fulfils all requirements in this regard and is eligible to be considered for this EoI"

[Where ever applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory with company seal / stamp



Annexure – 9

{To be submitted in the letter head of the Prospective Collaborator}

**OEM CERTIFICATE - DECLARATION BY THE PROSPECTIVE
COLLABORATOR**

We, _____, hereby certify that, We / our Principals / OEM M/s. _____, are proven, established, and reputed manufacturers of All-Terrain Vehicle (ATV) with R&D and manufacturing facilities / factories at _____ which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts are manufactured or used by us.

I / we hereby certify that all the information given above are true and correct.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

Annexure-10

PRE – CONTRACT 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 / shortlisting or for All-Terrain Vehicle (ATV).

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. 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 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 (10-A)**.

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 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.
- (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

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 remainder 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.
- (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)

(Office Seal)

Place-----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure -10A

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)