

**BEML LIMITED**

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

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

Phone: 080 22963179

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**REF:CPC/NEW DISPLAY MODELS FOR EXHIBITION**

**DT: 19.09.2025**

**NOTICE INVITING TENDER**

**REQUEST FOR QUOTATION FOR SUPPLY OF  
NEW DISPLAY MODELS FOR EXHIBITION**

**LAST DATE FOR SUBMISSION OF BID IS ON OR BEFORE 26.09.2025 BY 14:00 HRS.**

**BEML LIMITED,  
Corporate Office,  
BEML Soudha, 23/1, 4<sup>th</sup> Main, SR Nagar,  
Bangalore - 560027**

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### **A. INTRODUCTION**

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence truck & equipment.

BEML Ltd. has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarter at Bangalore.

### **B. SCOPE OF SUPPLY: AS PER FOLLOWINGS:**

#### **Procurement Scope & Conditions for Miniature Models (Product Representation Models)**

##### **1. Purpose**

The primary purpose of these models is to accurately and clearly represent our products at international exhibitions and events. These models must be structurally robust, visually detailed, and durable enough to withstand repeated handling and transport.

##### **2. General Requirements**

- Models must be precise, scaled-down representations of our products, based on the provided technical drawings and reference materials.
- They must be free from defects, blemishes, or inaccuracies that could misrepresent the original products.
- All models must be professionally finished with accurate colours, textures, and branding.
- Models must withstand repeated handling during transport and exhibitions without damage.

##### **3. Design and Representation**

- Miniature models must maintain correct dimensional scale and proportion with the original product.
- Key features, functionalities, and intricate surface details must be clearly depicted.
- Materials used must support a realistic appearance (e.g., appropriate surface finishes, textures, and colour coding).
- Optional but encouraged: modular or demonstrable components such as removable parts, functional lighting, moving joints, or see-through sections for technical demonstrations.
- The models should be appropriately scaled to a **Model Size of 600 mm** and a **Base Size of 700 mm**, with a **Tolerance of  $\pm 30$  mm**.

##### **4. Materials and Construction**

- Recommended materials include high-quality resin, ABS, Acrylic, Aluminium, or other industrial-grade polymers/metals capable of fine detailing.

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- Components must be robustly bonded or fastened using reinforced joints and secure fasteners.
- Avoid fragile elements that are prone to damage from frequent handling or transport.
- Any joints or moving parts must be designed for repeated demonstration use and long-term durability.
- The weight of each model should be as light as possible while meeting the specified requirements, with a maximum limit of 60 kg to accommodate variations in materials and construction methods.

### **5. Durability for Transport**

- Models must be capable of withstanding multiple instances of international shipping, including vibration, handling, and stacking.
- Protective coatings or finishes must be applied to prevent scratches, wear, or surface degradation during transit.
- Structural integrity must be maintained under varying environmental conditions.

### **6. Finishing and Aesthetics**

- Models must have an exhibition-grade finish with no visible glue marks, rough edges, or uneven surfaces.
- A protective finish or coating must be applied to prevent scratches and surface degradation during transport and handling
- All branding, labels, and color coding must be clearly and cleanly applied using UV-stable paints or decals.
- Attention to detail and high visual fidelity is essential to ensure a premium display standard.

### **7. Packaging and Documentation**

- Each model must be individually packaged in a cushioned protective layer to prevent damage during transport.
- Models must fit securely into the designated FRP (Fiber Reinforced Plastic) transport case or approved equivalent.
- Care instructions and assembly/disassembly guides must be included as applicable.

### **8. Quality Control and Inspection**

- Suppliers must conduct a comprehensive quality control inspection prior to packaging.
- We reserve the right to inspect models at the supplier's facility or upon delivery.
- Any model not meeting approved specifications or quality standards will be rejected and must be repaired or replaced at the supplier's cost.

### **9. Warranty and Support**

- A minimum 3-month warranty is required covering material defects and workmanship.

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- The supplier must provide post-delivery support, including the availability of repair services, replacement parts, or complete remakes if damage occurs due to quality issues.

### **10. Inputs from BEML**

3D models of the equipment in neutral (iges) format along with detail Drawing / layouts will be provided by BEML. Vendor has to use this model for producing the detail components and final assembly equipment model.

#### **Model Photos**

##### **1. BG825 Motor Grader with Ripper**



##### **2. BD355 Crawler Dozer with Ripper**



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### **3. BH100 Rear Dump Truck**



### **4. BE1800E Hydraulic Excavator**



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### **Procurement Scope & Conditions for FRP Transport Cases**

#### **1. Purpose**

The purpose of these cases is to securely house and protect miniature models during international shipping, storage, and handling at exhibitions, ensuring they remain intact, undamaged, and presentable throughout transit and display.

#### **2. General Requirements**

- Cases must be **custom-fabricated** to precisely fit the miniature models and accessories.
- They must provide **maximum protection** from shock, vibration, dust, moisture, and handling damage.
- Design must ensure **ease of transport, stackability, and compliance** with international freight standards (air and sea).
- Cases should be **optimized for weight** without compromising structural strength.

#### **3. Materials & Construction**

- Case shells must be made from **high-strength FRP composite** with **layered reinforcement** for impact resistance.
- Reinforced corners and edges (e.g., **aluminium or steel protectors**) must be included.
- All hardware (hinges, latches, handles, locks) must be **industrial-grade, anti-corrosive** (e.g., stainless or zinc-plated steel), and **recessed** where necessary to prevent damage during handling.
- FRP shell thickness must be sufficient to ensure rigidity and impact resistance. [Suggested: ≥3mm].

#### **4. Interior Design**

- The interior must feature **custom-moulded or precision-cut foam inserts** tailored to the model dimensions.
- Foam must be **Anti-static, Shock-absorbing, Non-abrasive**, made from durable materials like high-density polyethylene (PE) or polyurethane (PU)
- Layout must prevent any internal movement of components during transit.

#### **5. Sealing and Environmental Protection**

- Lids must be fitted with **gasket sealing** to ensure **dust and moisture resistance** for environments with high humidity or dust exposure.
- Materials and finishes should offer resistance to temperature fluctuations and mild chemical exposure.

#### **6. Handling and Portability**

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- Cases must be designed for **easy transport** with **side handles** for team lifting by one or two people.
- Stackable design is required to **optimize storage and transport space**.

### 7. Identification and Branding

- Each case must include:
  - Clear **external labelling** with:
    - Product Name
    - Handling instructions ("Fragile," "This Side Up")
  - **BEML logo/branding**

### 8. Compliance

- All cases must comply with **IATA, ATA Carnet**, and relevant **international freight regulations**.
- Use of **fire-retardant materials** is preferred, particularly for exhibition venues with strict fire codes.

### 9. Testing, Warranty & Support

- The supplier must ensure that the cases are durable and capable of withstanding drop impacts, vibration and shock during transit, as well as preventing moisture ingress to ensure the cases can withstand typical shipping requirements.
- A **minimum 1-year warranty** must be provided on structure and hardware components.

## C. PROCEDURE FOR SUBMISSION OF QUOTATION

### Submission of EMD

The EMD amount can be submitted in either way as detailed below:

As a part of Tendering process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

- Online Payment of EMD amount can be made as mentioned below:**
  - Open the following link:  
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
  - Read the terms & conditions, tick the acceptance box and click on Proceed.
  - In 'Select State' dropdown, select All India and click on the Go button.
  - In 'Select Payment Category', select EMD/ Tender Fee.
  - Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount **as mentioned in SRM tender**.

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

EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn for **Rs.32,000/-** (Thirty Two Thousands only) in favor of BEML Ltd, Bangalore payable at Bangalore.

- iii. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
- iv. 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.
- v. 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:

Sl No	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	

The **EMD** to be submitted on or before closing date of the tender.

The above said **Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Bid Guarantee / Online payment** shall be submitted in Sealed envelope through post / courier / by hand duly superscribing the **SRM RFx No.6300039951 dated 19.09.2025, Closing date 26.09.2025 Time 14:00 Hrs** at the top of the envelope. The words "**EMD for New Display Models for Exhibition**" shall also to be 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 EMD, will be rejected straightaway.

EMD has to reach the address as mentioned below on or before the closing date & time of the tender.

The General Manager - Corporate Materials.  
BEML LTD,  
BEML SOUDHA,  
23/1, 4<sup>th</sup> Main, S.R. Nagar,  
Bangalore - 560 027  
KARNATAKA, India

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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 Bidders who have not submitted” EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft / Banker’s Cheques will be rejected straightway.

### **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 mentioned in SRM 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 e-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) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker’s Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption), BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) No responsibility will be taken for postal or non-delivery/non receipt of **EMD**.
- j) **The EMD may be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized / Scheduled / Commercial Banks.**
- k) **EMD is exempted only for Micro & Small Enterprises.**

### **Forfeiture of Earnest Money Deposit (EMD)**

- (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

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(ii) 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.**

### **Submission of Price Bid**

Kindly submit your lowest non-negotiable best competitive price through SRM Portal on or before the due date.

#### **Price Bid:**

Sl No	Part No.	Description	Qty (No.)	Price in Rs.
1	8630402224	Mini Model BD355 Crawler Dozer + Ripper	1	To be submitted through SRM Portal
2	8630402225	Mini Model - BH100 Rear Dump Truck	1	
3	8630402226	Mini Model - BE1800E Hydraulic Excavator	1	
4	8630402227	Mini Model BG825 Motor Grader + Ripper	1	
5	8630402228	FRP Case for Mini Model - BD355 Dozer	1	
6	8630402229	FRP Case for Mini Model BH100 Dump Truck	1	
7	8630402230	FRP Case for Mini Model BE1800E Excavator	1	
8	8630402231	FRP Case for Mini Model BG825 Motor Grad	1	

**L-1 will be evaluated based on Total unit price of all the 8 Items as a Set basis.**

**Note:** To participate in this e- tender you should have Valid Class 3 organization digital signature with signing & 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 bid.

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

**The last date for submission of the bid is on or before 26.09.2025 @ 14:00 Hrs.**

#### **D. OTHER TERMS & CONDITIONS OF TENDER**

1. The quoted price should be firm and fixed for the entire shipments.
2. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of

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discrepancy noticed between the numerical figures of price & price written in words.

3. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid.

4. **Award of Contract:**

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

5. **e-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 e-PBG issued by any Scheduled Commercial Bank authorized by RBI for an amount of 3% of the Contract value (without taxes).

The Performance Bank Guarantee should be valid for a period of 15 months from the date of issue of purchase order and to be submitted within 30 days of placement of PO. Bank Guarantee to be submitted only through online NeSL platform mandatorily.

EMD will be returned after receipt of e-Performance Bank Guarantee.

6. **Delivery Terms :** DAP, BEML Limited, Bangalore Complex. Firm has to supply the items within 2-3 weeks from the receipt of the PO.
7. **Payment Terms:** 100% payment on 60th day from the date of receipt and acceptance. For MSEs payment term will be as per MSME act.
8. **Liquidated Damages (LD):** The date given for delivery shall be complied with. The supplier should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @ 0.5% per week or part of a week subject to maximum of 5% of the Purchase Order value.
9. **Risk Purchase Clause:** The supplier shall complete the delivery of the required materials as per the delivery schedule or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.
10. **Price Variation Clause:** The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
11. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or

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maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

12. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

### **E. GENERAL TERMS & CONDITIONS**

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

2. **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.
3. **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

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

#### **4. 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.

#### **5. 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".

#### **6. 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,

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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 hereof. 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.

### **7. 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.

During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc.

The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

### **8. DURING ARBITRATION**

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

### **9. 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.

### **10. 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

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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.

### **11. NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the 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.

### **12. 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.

Bidder have right to subcontract work in relation to installation, commissioning, operation and maintenance services, **core telecom work shall not be subcontracted.**

### **13. 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.

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**Annexure - A**

**BID GUARANTEE FORMAT**

Ref:- Bid Number: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Dear Sirs,

.....  
.....  
In accordance with your 'Tender Enquiry' under your Tender No: .....date-----  
----- 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 toe 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.

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

**BEML LIMITED**

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

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

Phone: 080 22963179

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(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:

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