

Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2026

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)

BEML SOUDHA, No,23/1, 4th Main, S.R. Nagar,

BANGALORE-560027

REQUEST FOR PROPOSAL

“TENDER is INVITED for SUPPLY of MILD STEEL PLATES from ORIGINAL MANUFACTURERS on LONG TERM CONTRACT (LTC) for a period of ONE YEAR in GePNIC Portal

Tender Ref No.: BEML-2026-27-RM-001, Date 02-09-2026

Tender Closing Date: 23-09-2026

Time: 15: 00 PM



COMPANY STANDARDS

TITLE:

MEDIUM STRENGTH
STRUCTURAL STEEL
(C1001 ISSUE - 03)

PAGE No. OF

DATE: 2008-04-23

INFORMATION SHEET - 1/1

IMPORTANT NOTE :

1. INFORMATION IN THIS SHEET SHALL BE FOR INTERNAL USE ONLY.
2. REMOVE THIS PAGE BEFORE ISSUE TO THE SUPPLIER.

ADDITIONAL INFORMATION :

1. Colour coding shall be Grey - Aluminium White - Black. For further details refer to Company Standard PR1002-C.
2. Procurement of structural steel having Tensile strength below 410 MPa shall not be made.
3. After ensuring that material is supplied in corrosion free condition, suitable corrosion preventives shall be applied to suit storage and process.

4. EQUIVALENT SPECIFICATIONS :

- a) International specifications : JIS - SS41 of JIS G3113.
SAE - SAE 1015, SAE 1020
- b) National specification : BIS - IS : 2062 Latest issuance
- c) Collaborator's specifications : Komatsu - SM41B, SS41
Wabco - LW 0961
- d) See branch standards for applicability.

5. Consequent to issue of this standard, procurement of material shall not be made by quoting against the above mentioned International/National/Collaborator standards but shall be made only against this standard.

However, if material is offered by the supplier against these equivalent specifications, it can be accepted against this Company Standard, after duly getting co-ordination from Product Engineering and Quality Engineering Departments. Such material shall be procured, stocked and issued only under this standard number with the colour code identified for this material.

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COMPANY STANDARDS

C1001

TITLE:

MEDIUM STRENGTH
STRUCTURAL STEEL

PAGE No. 01 OF 03

DATE: 2008-04-23

0. GENARAL INFORMATION :

This specification is meant for steels for general structural purposes. This standard is an adoption of IS : 2062 latest issuance.

This standard is prepared to facilitate preparation of branch standards, to cover specific requirements of plates, bars, structural etc., made up of this grade of steel.

This Issuance supersedes C1001 Issue-02 dated 2002-09-15 and this issuance is prepared to facilitate adoption of IS : 2062 - 2006, wherein, the following changes have been made :

- a) International grade designation system based on yield strength is adopted.
- b) Requirements of IS : 8500 and IS : 1977 have been merged.

1. SCOPE :

This standard covers the requirements of medium strength structural steel grades for general structural purposes and specifies chemical composition, mechanical properties and quality requirements.

2. QUALITY REQUIREMENTS :

- 2.1 Terminology, supply, manufacture, chemical composition, mechanical properties and testing, dimensions & tolerances shall be as per IS : 2062 - 2006 and further revisions of the Indian standard, if any.

3. SPECIFIC REQUIREMENTS :

3.1 FREEDOM FROM DEFECTS - WELD REPAIRS :

Material supplied shall be free from mill scale, heavy rust, corrosion pitting, cracks and laminations.

Minor surface defects may be removed by the manufacturer/supplier by grinding provided, the thickness is not reduced locally by more than 4 % below the minimum specified nominal thickness.

Weld repair for removal of surface defects is not permissible.

PREPARED BY:CSD/
CFWC-MATERIALS

ISSUE No. :
03

REPLACES:

REF :
IS : 2062

APPROVED BY :

G

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4. **CHEMICAL COMPOSITION** : Shall be as per Table -1.**TABLE - 1**

Grade Designation	Grade Quality	Product Analysis Percent max.					Carbon Equivalent (CE) max.
		C	Mn	Si	S	P	
E250 (Fe 410 W A)	A	0.25	1.55	0.43	0.050	0.050	0.42
E250 (Fe 410 W B)	B	0.24	1.55	0.43	0.050	0.050	0.41
E250 (Fe 410 W C)	C	0.22	1.55	0.43	0.045	0.045	0.39

(Earlier designation is shown in brackets)

Notes : 1) Carbon Equivalent based on Chemical Analysis shall be calculated as follows :

$$CE = C + \frac{Mn}{6} + \frac{(Cr + Mo + V)}{5} + \frac{(Ni + Cu)}{15}$$

- 2) Micro alloying elements (V, Ti, Nb, B etc.,) if any, shall not be more than 0.25 % in total
- 3) Copper content shall be 0.20 % max.
- 4) Nitrogen content shall not exceed 0.012 %
- 5) Trace Elements : Supplier shall ensure that elements not indicated above are not present in the product.

5. **MECHANICAL PROPERTIES** : Shall be as per Table - 2.**TABLE - 2**

Grade Designation	Grade	Tensile Strength min. MPa	Yield Strength min. MPa			Elongation % min. (in the gauge length So)	Charpy V-Notch Impact Energy (J) min.	Internal * Bend Diameter min.	
			< 20 t mm	20-40 t mm	> 40 t mm			≤ 25 mm	> 25 mm
E250 (Fe 410 W A)	A	410	250	240	230	23	--	2 t	3 t
E250 (Fe 410 W B)	B	410	250	240	230	23	27 note 3	2 t	3 t
E250 (Fe 410 W C)	C	410	250	240	230	23	27 note 4	2 t	3 t

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NEW FRONTIERS. NEW DREAMS

COMPANY STANDARDS

TITLE:

MEDIUM STRENGTH
STRUCTURAL STEEL

C1001

PAGE No. 03 OF 03

DATE: 2008-04-23

Notes :

1. t is the thickness of the test piece
2. * Transverse to rolling direction
3. For grade B, minimum Charpy V-notch impact energy is to be guaranteed at 0°C .
4. For grade C, minimum Charpy V-notch impact energy is to be guaranteed at minus 20°C .
5. The impact values are given for a standard test piece of 10 mm x 10 mm.
6. Impact testing is not required for nominal product thickness/diameter below 12 mm.

6. MARKING :

The products shall be suitably marked to identify the following :

Manufacturer's Name/Trade mark

Material and Grade

Heat number

7. CERTIFICATION :

Supplier shall provide the manufacturer's test certificate for each heat of supply indicating conformance to this specification.

8. **Note :** The latest issuance of Standards cited shall be referred.

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consent of the proprietors.

 बी ई एम एल beml NEW FRONTIERS NEW DREAMS	COMPANY STANDARDS					AMENDMENT No. 01	
	TITLE: HIGH STRENGTH STRUCTURAL STEEL (C1002 ISSUE-03)					DATE : 2016-08-20	
						STD No. C1002	
AMENDMENT SHEET - 1/1					ISSUE No. 03		

1. In page 2 of 3, **clause 4, Chemical composition, Table-1** shall be replaced as follows:

Grade designation	Grade Quality	Product analysis percent, Max.					Carbon Equivalent, Max.
		C	Mn	Si	S	P	
E350 (Fe490B)	A	0.20	1.55	0.45	0.040	0.040	0.45
E410 (Fe540B)	B	0.20	1.60	0.45	0.040	0.040	0.50

2. In page 2 of 3, **clause 5, Mechanical properties, Table-2** shall be replaced as follows:

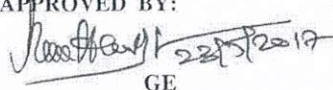
Grade designation	Grade Quality	Tensile strength (MPa.) Min.	Yield strength, (MPa.) Min			% Elongation, Min.	Charpy 'V' notch Impact energy, (J) Min.	Internal Bend diameter, Min.	
			t<20	t:20-40	t>40			t≤ 25	t>25
E350 (Fe490B)	A	490	350	330	320	22	27	2t	---
E410 (Fe540B)	B	540	410	390	380	22	25	2t	---

Note:

1. 't' is the thickness of plate
2. Minimum Charpy 'V' notch impact energy is to be guaranteed at minus 20° C
3. The impact values given for a standard test piece of 10mm x 10mm
4. Impact testing is not required for nominal product thickness / diameter below 12mm
5. Bend test is not required for t>25mm for E350 and E410 Grades.

Ref: 1. QEL/16/19, Dt. 21-07-2016 and
2. IS 2062-2011

APPROVED BY:



GE

0. GENARAL INFORMATION :

This Issuance supersedes C1002 Issue-02 dated 1996-12-23 and this issuance is prepared to facilitate adoption of IS : 2062 - 2006, wherein, the following changes have been made :

- a) International grade designation system based on yield strength is adopted.
- b) Requirements of IS : 8500 and IS : 1977 have been merged.

This Issuance provides for two grades, grade A and grade B based on grades E350 and E410 of IS : 2062-2006 respectively, whereas the earlier standard was based on IS : 8500 -1991.

The grades will facilitate procurement of indigenous grades SAILMA350 HI and SAILMA410 HI for specific requirements. Requirements have been brought out in the branch standards for plates and flats of typical dimensions.

These steel grades meet the requirements of fusion welding.

1. SCOPE :

This standard covers the requirements of two grades of high strength structural steel of fusion welding quality and specifies chemical composition, mechanical properties and quality requirements.

2. QUALITY REQUIREMENTS :

- 2.1 Terminology, supply, manufacture, chemical composition, mechanical properties and testing, dimensions & tolerances shall be as per IS : 2062 - 2006 and further revisions of the Indian standard, if any.

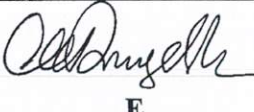
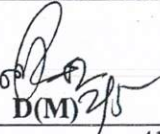
3. SPECIFIC REQUIREMENTS :

3.1 FREEDOM FROM DEFECTS - WELD REPAIRS :

Material supplied shall be free from mill scale, heavy rust, corrosion pitting, cracks and laminations.

Minor surface defects may be removed by the manufacturer/supplier by grinding provided, the thickness is not reduced locally by more than 4 % below the minimum specified nominal thickness.

Weld repair for removal of surface defects is not permissible.

PREPARED BY:CSD/ CFWC-MATERIALS	ISSUE No. : 03	REPLACES: --	REF : IS : 2062
APPROVED BY :	 G	 E	 D(M)

4. **CHEMICAL COMPOSITION** : Shall be as per Table -1.**TABLE - 1**

Grade Designation	Grade Quality	Product Analysis Percent max.					Carbon Equivalent (CE) max.
		C	Mn	Si	S	P	
E350 (Fe 490 B)	A	0.22	1.55	0.48	0.050	0.050	0.42
E410 (Fe 540 B)	B	0.22	1.65	0.48	0.050	0.050	0.44

(Earlier designation is shown in brackets)

Notes : 1) Carbon Equivalent based on Ladle Analysis shall be calculated as follows :

$$CE = C + \frac{Mn}{6} + \frac{(Cr + Mo + V)}{5} + \frac{(Ni + Cu)}{15}$$

2) Micro alloying elements (V, Ti, Nb, B etc.,) if any, shall not be more than 0.25 % in total

3) Copper content shall be 0.20 % max.

4) Nitrogen content shall not exceed 0.012 %

5) Trace Elements : Supplier shall ensure that elements not indicated above are not present in the product.

5. **MECHANICAL PROPERTIES** : Shall be as per Table - 2.**TABLE - 2**

Grade Designation	Grade	Tensile Strength min. MPa	Yield Strength min. MPa			Elongation % min. (in the gauge length So)	Charpy V-Notch Impact Energy (J) min.	Internal * Bend Diameter min.	
			< 20 t mm	20-40 t mm	> 40 t mm			≤ 25 mm	> 25 mm
E350 (Fe 490 B)	A	490	350	330	320	22	25 note 3	2 t	3 t
E410 (Fe 540 B)	B	540	410	390	380	20	25 note 3	2 t	3 t

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Notes :

- 1) t is the thickness of the test piece
- 2) * Transverse to rolling direction
- 3) Minimum Charpy V-notch impact energy is to be guaranteed at minus 20 °C.
- 4) The impact values are given for a standard test piece of 10 mm x 10 mm.
- 5) Impact testing is not required for nominal product thickness/diameter below 12 mm.

6. MARKING :

The products shall be suitably marked to identify the following :

Manufacturer's Name/Trade mark

Material and Grade

Heat number

7. CERTIFICATION :

Supplier shall provide the manufacturer's test certificate for each heat of supply indicating conformance to this specification.

8. **Note** : The latest issuance of Standards cited shall be referred.

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COMPANY STANDARDS

AMENDMENT NO.: 01

TITLE :
HOT ROLLED CARBON STEEL SHEET

DATE : 2004-06-10

STD NO.: C1005-02

AMENDMENT SHEET - 1/1

ISSUE NO.: 01

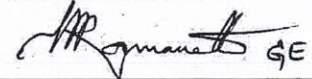
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In page 4 of 6, clause 7.5 shall be read as follows instead of the existing :

- 7.5 Sheets shall be supplied in rust-free condition. The sheets shall be coated with rust preventive oil to Company Standard C6001-10 when so specified in purchase order / contract.

---II---

APPROVED BY :

 R. S. G. E.

411010



COMPANY STANDARDS

C1005-02

TITLE:

HOT ROLLED CARBON STEEL SHEET

PAGE NO. 1 OF 6

DATE:

2000-01-10

0. GENERAL :

This 7-digit specification is meant for Hot Rolled Carbon Steel Sheets for general engineering. As the material is typical for this grade alone, a separate 5-digit material standard does not exist.

This specification is based on Grade '0' of IS:1079. The present revision is necessitated due to revision of base standard IS:1079. In this issuance Chemistry and Mechanical properties are specified and equivalent overseas grades are indicated to facilitate procurement of this grade of steel sheets.

This issuance supersedes C1005-02 Issue-0 dated 1989-02-12.

1. SCOPE :

This standard specifies chemical composition, mechanical properties, technical requirements, condition of supply, dimensions, tolerances and designation of hot rolled carbon steel sheets, intended for cold forming and welding.

2. DEFINITION OF TERM :

2.1 SHEET :

Sheet is a flat rolled product of thickness less than 5 mm.

3. MANUFACTURE :

Shall be supplied in semi-killed or killed condition.

4. CHEMICAL COMPOSITION : WEIGHT % (max.)

ELEMENT

Carbon	:	0.15
Manganese	:	0.60
Sulphur	:	0.055
Phosphorus	:	0.055

PREPARED BY :
CSD/MATERIALS
COMMITTEE

ISSUE NO:
01

REPLACEMENT FOR:

REFERENCE:

Grade '0' of
IS:1079

APPROVED BY :

[Signature]

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D(G)

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D(P)

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CI005-02 PAGE NO.2 OF 6 DATE : 2000-01-10	COMPANY STANDARDS TITLE : HOT ROLLED CARBON STEEL SHEET		This document is the property of Bharat Earth Movers Limited, India. It must not be used directly or indirectly in any way detrimental to the interest of Company without written consent of the proprietors.
	NOTES : - Steel of this grade can be supplied with the addition of micro-alloying elements like boron, titanium, niobium, and vanadium. The micro-alloying elements shall not exceed 0.006 % max. in case of boron and 0.20 percent max. in case of other elements. - The nitrogen content of the steel shall not be more than 0.007 percent. For aluminium killed or silicon-aluminium killed, the nitrogen content shall not exceed 0.012 percent. This has to be ensured by the manufacturer by occasional check analysis. - When the steel is aluminium killed, the total aluminium content shall not be less than 0.02 percent. When the steel is silicon killed, the silicon content shall not be less than 0.1 percent. When the steel is aluminium silicon killed, the silicon content shall not be less than 0.03 percent and total aluminium content shall not be less than 0.01 percent. - When copper bearing steel is specified in Purchase Order/Contract the copper content shall be between 0.20 and 0.35 percent. In case of product analysis, the copper content shall be between 0.17 and 0.38 percent. - For pack rolled sheets the phosphorus content can be relaxed up to 0.09 percent by mutual agreement between BEML and the supplier for specific applications. 5. MECHANICAL PROPERTIES : 5.1 TENSILE TEST : 5.1.1 Typical mechanical properties required of this grade are indicated below for information, when tested in accordance with IS:1608/1663. Tensile Strength, MPa : 220 - 350 Elongation, minimum : 20 % 5.1.2 One tensile test shall be taken from each lot of 50 tonnes of material or a part thereof from each cast. However, incase of material supplied after heat treatment, one tensile test shall be conducted for each heat treatment batch or a lot of 50 tonnes whichever is less.		



COMPANY STANDARDS

C1005-02

TITLE :

PAGE NO. 3 OF 6

HOT ROLLED CARBON STEEL SHEET

DATE :

2000-01-10

6. TECHNICAL REQUIREMENTS :

6.1 BENDABILITY :

One bend test piece shall be taken from each lot of 50 tonnes of material or a part thereof from each cast. When sheets and strips of more than one thickness are rolled from the same cast, one additional bend test shall be conducted for each thickness of sheet/strip.

Bend test shall be carried out in accordance with IS:1599.

Bend test piece shall be cut so that the axis of the bend is parallel to the direction of rolling, that is, the longer axis of test piece shall be at 90° to the direction of rolling.

The test piece shall be bent cold through 180°. The internal diameter of bend shall be 2t (t being the thickness of plate). The test piece shall be deemed to have passed the test if the outer convex surface is free from cracks after complete bending.

6.2 FREEDOM FROM HARMFUL DEFECTS :

The material supplied shall be free from harmful defects such as blisters, laminations, cracks, mill scale, waviness and rust.

7. CONDITION OF SUPPLY :

7.1 General requirements relating to the supply of hot rolled Carbon steel sheet shall conform to IS:8910.

7.2 All other requirements not covered in this specification shall be as per grade 'O' of IS:1079. The latest issuance of the standard shall be referred

7.3 The material shall be supplied in any one or in combination of the following conditions subject to Purchase Order/Contract :

- a) Hot rolled
- b) Annealed
- c) Normalised
- d) Descaled

C1005-02

COMPANY STANDARDS



PAGE NO. 4 OF 6

TITLE :

HOT ROLLED CARBON STEEL SHEET

DATE :
2000-01-10

7.4 The sheets/strips of width below 1500 mm shall be supplied with flattened and sheared edges. Those above 1500 mm width may be supplied with mill edges or flattened and sheared edges as specified in the Purchase Order/Contract.

7.5 Sheets shall be supplied in rust-free condition. The sheets may be coated with rust preventive oil to Company Standard C6001-10/IS:1674, when so specified in the Purchase Order/Contract.

7.6 TOLERANCES :

Applicable tolerances on length, width and other tolerances shall be as per IS:1852.

8. THICKNESSES :

The material shall be selected from the following thicknesses (in mm) only :

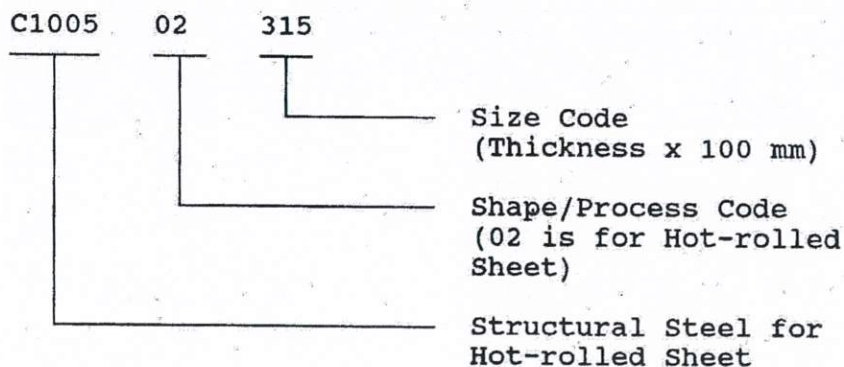
2.24, 2.50, 2.80, 3.15, 3.55, 4.00, 4.30, 4.50 and 4.65.

9. DESIGNATION :

A Hot-rolled Carbon Steel Sheet is designated by 10 digit code. The first 5 digits pertain to the material group. 6th and 7th digits signify shape/process. The last 3 digits signify the size code (thickness of the sheet).

The 3-digit size code is obtained by multiplying the thickness of the sheet by 100. For example, for a sheet of 3.15 mm thickness, the size code is 315.

EXAMPLE :



The designation for 3.15 mm thickness sheet shall be C100502315.

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COMPANY STANDARDS

C1005-02

TITLE :

HOT ROLLED CARBON STEEL SHEET

PAGE NO. 5 OF 6

DATE :

2000-01-10

Table-1 gives the rationalized thicknesses along with the corresponding designations.

TABLE-1

DESIGNATIONS FOR DIFFERENT THICKNESSES OF HOT ROLLED SHEETS

SL.NO.	THICKNESS	DESIGNATION
1	2.24	C100502224 *
2	2.50	C100502250 *
3	2.80	C100502280
4	3.15	C100502315 *
5	3.55	C100502355
6	4.00	C100502400 *
7	4.30	C100502430
8	4.50	C100502450 *
9	4.65	C100502465

* In range of procurement by BEML

10. MARKING :

Each consignment shall be suitably marked to identify the following :

Supplier

Material specification

Size

Heat Number

11. COLOUR CODIFICATION :

The colour coding shall be GRAY-GREEN-YELLOW.

For colour codification scheme and colour application details, Company Standard PR1002-C shall be referred.

C1005-02

COMPANY STANDARDS

PAGE NO.6 OF 6

TITLE :

DATE :

HOT ROLLED CARBON STEEL SHEET

2000-01-10



12. TEST CERTIFICATE :

Supplier must supply necessary Test Certificate with the supply, to the effect that the material conforms to the requirement of this standard.

13. STANDARDS CITED :

- 1) IS:1079 - "Hot rolled carbon steel sheets and strip"
- 2) IS:1599 - "Method for bend test"
- 3) IS:1608 - "Method for tensile testing of steel products"
- 4) IS:1663 - "method for tensile testing of steel sheet and strip of thickness 0.5 to 3 mm"
- 5) IS:1674 - "Temporary corrosion preventive fluid, soft film solvent deposited"
- 6) IS:1852 - "Rolling and cutting tolerances for hot rolled steel products"
- 7) IS:8910 - "General technical delivery requirements for steel and steel products"
- 8) C6001-10 - "Temporary corrosion preventive, soft film solvent deposited"
- 9) PR1002-C - "Colour codification scheme of ferrous materials"

Latest standards shall be referred

-----*sdr*-----

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COMPANY STANDARDS

C1006-03

TITLE :

COLD ROLLED CARBON STEEL SHEET

PAGE NO. OF

DATE :

2000-01-10

INFORMATION SHEET -1/1

IMPORTANT NOTE:

1. INFORMATION IN THIS SHEET SHALL BE FOR INTERNAL USE ONLY.
2. REMOVE THIS PAGE BEFORE ISSUE TO THE SUPPLIER

ADDITIONAL INFORMATION

1. EQUIVALENT SPECIFICATIONS:

a) National Specifications :

BIS : Grade 'O' of IS:513

b) Overseas specifications :

BS : 1449 part-1

DIN : 1623 Part-1

2. SPECIFICATION REPLACED :

SPCCT-A and SPCC1 of KES 07.132

LW1008 of WABCO

3. Consequent to issue of this standard, procurement of material shall be made only against this standard.

However, if material is offered by the supplier against equivalent specifications as in Clause 1 the same may be accepted if the material satisfies the requirements of this standard. Material thus procured shall be identified stocked and issued under this specification only.

4. Tensile strength value is not specified for this grade of material, however, for design purposes the value can be taken as 275 MPa, minimum.

-----*sdr*-----

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COMPANY STANDARDS

TITLE :
COLD ROLLED CARBON STEEL
SHEET

AMENDMENT NO.: 01

DATE : 2004-06-10

STD NO.: C1006-03

AMENDMENT SHEET - 1/1

ISSUE NO.: 01

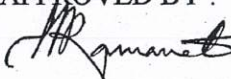
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In page 3 of 6, clause 7.5 shall be read as follows instead of the existing :

7.5 Sheets shall be supplied in rust-free condition. The sheets shall be coated with rust preventive oil to Company Standard C6001-10 when so specified in purchase order / contract.

---II---

APPROVED BY :

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COMPANY STANDARDS

TITLE :
COLD ROLLED CARBON STEEL SHEET

C1006-03

PAGE NO. 1 OF 6

DATE :
2000-01-10

0. GENERAL :

This 7-digit specification is meant for Cold Rolled Carbon Steel Sheets. As the material is typical for this grade alone, a separate 5-digit material standard does not exist.

This specification is based on Grade '0' of IS:513. The present revision is necessitated due to revision of base standard IS:513. In this issuance Chemistry and Mechanical properties are specified and equivalent overseas grades are indicated to facilitate procurement of this grade of steel sheets.

This issuance supersedes C1006-03 Issue-0 dated 1989-02-12.

1. SCOPE :

This standard specifies chemical composition, mechanical properties, technical requirements, condition of supply, dimensions, tolerances and designation of cold rolled carbon steel sheets, intended for cold forming and welding.

2. DEFINITION OF TERM :

2.1 SHEET :

Sheet is a flat rolled product of thickness less than 5 mm.

3. MANUFACTURE :

Shall be supplied in semi-killed or killed condition.

4. CHEMICAL COMPOSITION : WEIGHT % (max.)

ELEMENT

Carbon	:	0.15
Manganese	:	0.60
Sulphur	:	0.055
Phosphorus	:	0.055

PREPARED BY :
CSD/MATERIALS
COMMITTEE

ISSUE No:
01

REPLACEMENT FOR:

REFERENCE:

Grade '0' of
IS:513

APPROVED BY :

[Signature]

D(G)

[Signature]
D(P)

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C1006-03 PAGE NO. 2 OF 6 DATE : 2000-01-10	COMPANY STANDARDS TITLE : COLD ROLLED CARBON STEEL SHEET		This document is the property of Bharat Earth Movers Limited, India. It must not be used directly or indirectly in any way detrimental to the interest of Company without written consent of the proprietors.
	NOTES : - Steel of this grade can be supplied with the addition of micro-alloying elements like boron, titanium, niobium and vanadium either individually or in combination, in which case the total micro-alloying elements shall not exceed 0.2 percent in ladle analysis. However, in case of boron, the limit shall be 0.006 percent max. - The nitrogen content of the steel shall not be more than 0.007 percent. For aluminium killed or silicon-aluminium killed, the nitrogen content shall not exceed 0.012 percent. This has to be ensured by the manufacturer by occasional check analysis. - When the steel is aluminium killed, the total aluminium content shall not be less than 0.02 percent. When the steel is silicon killed, the silicon content shall not be less than 0.1 percent. When the steel is aluminium silicon killed, the silicon content shall not be less than 0.03 percent and total aluminium content shall not be less than 0.01 percent. - When copper bearing steel is specified in Purchase Order/Contract the copper content shall be between 0.20 and 0.35 percent on ladle analysis. In case of product analysis, the copper content shall be between 0.17 and 0.38 percent. 5. MECHANICAL PROPERTIES : 5.1 HARDNESS TEST : Hardness test shall be conducted as per Clause 7.3 of IS:513. The sheets shall be supplied in annealed condition with an hardness of 60 HRB maximum. 6. TECHNICAL REQUIREMENTS : 6.1 BENDABILITY : One bend test piece shall be taken from each lot of 50 tonne of material or a part thereof from each cast. When sheets and strips of more than one thickness are rolled from the same cast, one additional bend test shall be conducted for each thickness of sheet/strip. Bend test shall be carried out in accordance with IS:1599 latest issuance.		



COMPANY STANDARDS

C1006-03

TITLE :

COLD ROLLED CARBON STEEL SHEET

PAGE NO.3 OF 6

DATE :

2000-01-10

Bend test piece shall be cut so that the axis of the bend is parallel to the direction of rolling. The test piece shall be bent cold through 180°. The internal diameter of bend shall be t (t being the thickness of sheet). The test piece shall be deemed to have passed the test if the outer convex surface is free from cracks after complete bending.

6.2 FREEDOM FROM HARMFUL DEFECTS :

The material supplied shall be free from harmful defects such as blisters, laminations, cracks, mill scale, waviness and rust.

7. CONDITION OF SUPPLY :

- 7.1 General requirements relating to the supply of cold rolled Carbon steel sheet shall conform to IS:8910 latest issuance.
- 7.2 All other requirements not covered in this specification shall be as per grade 'O' of IS:513. The latest issuance of the standard shall be referred
- 7.3 The material shall be supplied in annealed condition with an hardness of 60 HRB maximum.
- 7.4 The sheets/strips of width below 1500 mm shall be supplied with flattened and sheared edges. Those above 1500 mm width may be supplied with mill edges or flattened and sheared edges as specified in the Purchase Order/Contract.
- 7.5 Sheets shall be supplied in rust-free condition. The sheets may be coated with rust preventive oil to Company Standard C6001-10/IS:1674, when so specified in the Purchase Order/Contract.

7.6 SURFACE FINISH :

The sheets shall be made available in coarse or rough finish, for facilitating enamelling and lacquering, when so specified.

7.6 TOLERANCES :

Applicable dimensional tolerances on length, width, thickness and other tolerances shall be as per Clause 10 of IS:513.

C1006-03	COMPANY STANDARDS	
PAGE NO. 4 OF 6 DATE : 2000-01-10		

8. THICKNESSES :

The material shall be selected from the following thicknesses (in mm) only :

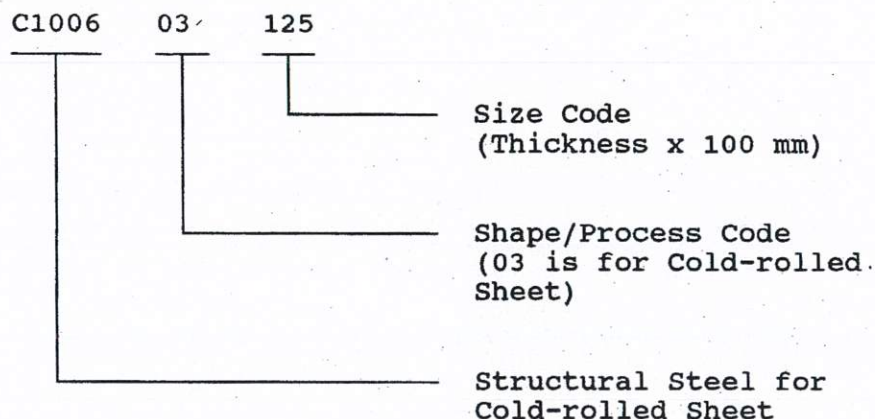
0.10, 0.20, 0.25, 0.32, 0.40, 0.50, 0.63, 0.90, 1.00, 1.25, 1.60 and 2.00.

9. DESIGNATION :

A cold rolled carbon steel sheet is designated by 10 digit code. The first 5 digits pertain to the material group. 6th and 7th digits signify shape/process. The last 3 digits signify the size code (thickness of the sheet).

The 3-digit size code is obtained by multiplying the thickness of the sheet by 100. For example, for a sheet of 1.25 mm thickness, the size code is 125.

EXAMPLE :



The designation for 1.25 mm thickness sheet shall be C100603125.

Table-1 gives the rationalized thicknesses along with the corresponding designations.

10. COLOUR CODIFICATION :

The colour coding shall be GRAY-YELLOW-GREEN.

For colour codification scheme and colour application details, Company Standard PR1002-C shall be referred.

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COMPANY STANDARDS

C1006-03

TITLE :

COLD ROLLED CARBON STEEL SHEET

PAGE NO. 5 OF 6

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11. TEST CERTIFICATE :

Supplier must supply necessary Test Certificate with the supply, to the effect that the material conforms to the requirement of this standard.

12. MARKING :

Each consignment shall be suitably marked to identify the following :

Supplier

Material specification

Size

Heat Number

TABLE-1

DESIGNATIONS FOR DIFFERENT THICKNESSES OF COLD ROLLED SHEETS

SL.NO.	THICKNESS	DESIGNATION
1	0.10	C100603010
2	0.20	C100603020
3	0.25	C100603025
4	0.32	C100603032
5	0.40	C100603040
6	0.50	C100603050
7	0.63	C100603063
8	0.90	C100603090
9	1.00	C100603100 *
10	1.25	C100603125 *
11	1.60	C100603160 *
12	2.00	C100603200 *

* In range of procurement by BEML.

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COMPANY STANDARDS



PAGE NO. 6 OF 6

TITLE:

COLD ROLLED CARBON STEEL SHEET

DATE:

2000-01-10

13. STANDARDS CITED :

- 1) IS:513 - "Cold rolled carbon steel sheets and strips"
- 2) IS:1599 - "Method for bend test"
- 3) IS:1608 - "Method for tensile testing of steel products"
- 4) IS:1663 - "method for tensile testing of steel sheet/strip of thickness 0.5 to 3 mm"
- 5) IS:1674 - "Temporary corrosion preventive fluid, soft film solvent deposited"
- 6) IS:1852 - "Rolling and cutting tolerances for hot rolled steel products"
- 7) IS:8910 - "General technical delivery requirements for steel and steel products"
- 8) C6001-10 - "Temporary corrosion preventive, soft film solvent deposited"
- 9) PR1002-C - "Colour codification scheme of - ferrous materials"

Latest standards shall be referred

-----sdr*-----

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beml
NEW FRONTIERS. NEW DREAMS

COMPANY STANDARDS

TITLE:

HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa

AMENDMENT No. 03

DATE: 2019-10-28

STD No. C1009-01

AMENDMENT SHEET - 1/1

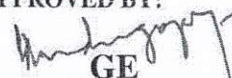
ISSUE No. --

In page 1 of 5, under clause 3, the following para for Non-destructive test requirements shall be added in additional to the existing:

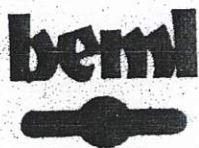
Plate supplies of thickness 10mm and over, shall conform to Ultrasonic test requirements as per ASTM A578, Level B.

Ref: Mail from AGM(CMRM), dated: 02.08.2019

APPROVED BY:


GE

411 010



COMPANY STANDARDS

AMENDMENT NO. 01

TITLE :
HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa
(C1009-01)

DATE :
1996-03-28

AMENDMENT SHEET -01/01

The following new size is included in Table-1.

TABLE-1

SLNO	THICKNESS (mm)	DESIGNATION
1	8	C100901008

Ref : a) EMR/BE220/Item master/107/225 - Dtd. 1996.03.25.
b) GET/BOM/BE220/549 - Dtd. 1996.03.27.

APPROVED BY

M. S. Sankar
26/03/96

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COMPANY STANDARDS

AMENDMENT No. 02

TITLE:

**HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa**

DATE : 2007-11-16

STD No. C1009-01

AMENDMENT SHEET - 1/1

ISSUE No. -

In page 1 of 5 Clause-3 'CONDITION OF SUPPLY', 2nd paragraph shall be read as follows instead of the existing :

Plates shall be coated with rust preventive oil to Company Standard C6001-10 / IS:1154 latest issuance.

APPROVED BY:

[Signature]
GE

411 010

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COMPANY STANDARDS

C1009-01

TITLE : HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa

PAGE NO.1 OF 5

DATE 1993-02-16

1. SCOPE : This 7-digit specification covers the requirements of High Strength Microalloy Steel Plates of 570 MPa Tensile Strength minimum, intended for fabrication of welded structures.

As only plates of this material are being procured, a separate 5-digit material standard does not exist.

2. MANUFACTURE :

The steel shall be of fully killed type.

3. CONDITION OF SUPPLY :

Material shall be supplied as sheared/flame cut to the specified size.

Plates shall be coated with Rust Preventive Oil to Company Standard C6001-10/IS:1674-1960.

4. FREEDOM FROM DEFECTS :

The steel plates shall be free from detrimental rolling defects and material defects such as laminations, cracks, flakes, severe slag inclusions etc.

5. CHEMICAL COMPOSITION (SUGGESTED) :

5.1 Ladle analysis of material shall be as follows :

CONSTITUENT	WEIGHT % MAX.
Carbon	0.20
Silicon	0.35
Sulphur	0.040
Phosphorus	0.040
Manganese	1.50

5.2 Check analysis deviations permissible over ladle analysis are as follows :

CONSTITUENT	PERMISSIBLE DEVIATION IN WEIGHT, %
Carbon	+ 0.030
Sulphur	+ 0.005
Phosphorus	+ 0.005

Note : i) Carbon equivalent calculated as

$$CE = C + Mn/6 + (Cr + Mo + V)/5 + (Ni + Cu)/15$$

shall not exceed 0.45 per cent.

PREPARED BY:
CSD

ISSUE NO:

-

REPLACEMENT FOR:

UNIT STD. B1008

REF:

-

APPROVED BY:

[Signature]
1993/02/16

ALTERED BY:

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I

C1009-01

COMPANY STANDARDS

PAGE NO.2 OF 5

TITLE : HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa

DATE 1993-02-16



ii) Total micro-alloy addition shall not exceed 0.20%.

iii) Nitrogen content shall not exceed 0.007 per cent.

iv) Copper may be present upto 0.35% maximum.

6. NON-METALLIC INCLUSION RATINGS :

These shall not be worse than Severity-3 (Thin and thick series) of IS:4163-1982 in respect of Sulphide, Alumina, Silicate & Globular Oxide inclusions.

7. MECHANICAL PROPERTIES :

Mechanical properties shall be as specified in Table-1.

TABLE - 1

Nominal Thickness/ (mm)	Tensile Strength @ (MPa)	Yield Strength Min.@ (MPa)	% Elongation Min.@ Gauge Length = 5.65 √So*
upto 63	570 - 733	450	19

* So - Cross-section area

@ - Refer Clause 8.

8. TENSILE TEST :

Tensile Strength, Yield strength, and Percentage Elongation when determined in accordance with IS:1608-1972 shall be as given in Table - 1.

Test pieces shall be cut both in parallel and transverse to rolling directions.

9. BEND TEST : Bend Test shall be conducted in accordance with IS:1599-1974. For Bend Test, the test piece shall withstand bending through 180° on internal diameter not greater than 2 times the thickness for thicknesses of 25 mm and below and an internal diameter not greater than 3 times the thickness for thicknesses more than 25 mm without cracking, along rolling and transverse-to-rolling directions, at 20 ± 5° C.

10. IMPACT TEST : Charpy V-Notch Impact Test shall be conducted as per IS:1757-1974. Impact Test shall normally be carried out on products having thickness greater than or equal to 12 mm.

Impact Strength, when tested as per IS:1757-1974 on specimens cut parallel to and transverse to

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COMPANY STANDARDS

TITLE : HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa

C1009-01

PAGE NO.3 OF 5

DATE 1993-02-16

rolling directions, shall be a minimum of 30 Joules at 0° C and 20 Joules at minus 20° C.

11. WELDABILITY :

Hardness of the Heat Affected Zone in the weld shall not be in excess of 350 HV 30.

12. TEST PIECES :

Test specimens shall be selected and prepared in accordance with IS:8500-1977.

13. DIMENSIONS AND TOLERANCES :

13.1 Length & Width :

- a) Generally, the length-width combinations mentioned in Table-2 of IS:1730-"Dimensions for Steel Plate, Sheet & Strip for Structural & General Engineering Purposes, Part I -1974 Plates" are acceptable.
- b) However, plates to other length-width combinations shall be supplied, if specifically mentioned in the purchase order.

13.2 Thicknesses :

The following thicknesses (mentioned in mm) shall be used :

6, 10, 12, 14, 16, 20, 22, 25, 28, 32, 36, 40, 45, 50, 56, 63, 70, 75, 80, 90, 100, 110 & 120.

13.3 Tolerances :

Tolerances shall comply with IS:1852 - 1979 - "Rolling and cutting Tolerances for Hot-rolled Steel products".

14. DESIGNATION :

A plate is designated by 10-digit code.

The first 5 digits pertain to the material group. 6th and 7th digits signify shape/process. The last 3 digits signify the size.

A 3-digit size code shall be used, which signifies the thickness of the plate. For example, for a plate of 16 mm thickness, the size code is 016 and for a plate of 63 mm thickness, the size code is 063. The size code follows the two-digit shape/process code, which is 01 for plates.

DATE 1993-02-16

TITLE: HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa



C1009 - 01 - 063

- a) Despatch Advice Number
- b) Challan Number
- c) Heat Number

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COMPANY STANDARDS

C1009-01

TITLE : HIGH STRENGTH STEEL PLATES
OF UTS 570 MPa

PAGE NO. 5 OF 5

DATE 1993-02-16

- d) Chemical Analysis of each item and heat
- e) Non-destructive tests conducted and test results
- f) Details of Heat-treatment conducted
- g) Mechanical properties of each heat
- h) Details of Metallurgical testing and results

16. MARKING :

Each consignment shall be suitably marked to identify the supplier, material, size and heat number, at supplier's cost.

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Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926

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Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926

1. Introduction:

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products and services for diverse sectors of the economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways. Established in May 1964, the company operates in three major Business verticals viz., Defence & Aerospace, Rail & Metro and Mining & Construction.

BEML LIMITED invites Open Tender in “GePNIC Portal” for supply of 106 varieties Mild Steel Plates on Long Term Contract (LTC) basis for period of one year in Two-Bid system in Three Parts as below:

1. (Part-A) Pre-Qualification Bid – (Manual Mode)
 2. (Part-B) Technical Bid – Online Submission of Technical Bid (Through GePNIC Portal).
 3. (Part-C) Financial Bid - Online Submission of Financial Bid (Through GePNIC Portal).
- Only Original Manufacturers of tendered items are eligible for submission of bids in line with BEML standards as per **Table-A**
 - Dealers, Traders & Stockists are not eligible for this tender.
 - Quantities indicated are tentative and may be vary during contract period.
 - Corrigendum regarding the tender if any, will be published in GePNIC 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.
 - Commercial bids of the bidder will be opened only if all the prequalification and technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.
 - Technical Bid must not contain price details. If price details are available in Technical Bid, their Bid will be summarily rejected.

Bidder must quote for following list of Mild Steel Plates individually.

Table-A

SL No.	Material No.	Standard	Material Grade	Thk	Width	Length	Quantity in Ton
				in MM			
1	C100101005	C1001-01	IS2062 E 250BR	005	1500	6300	24
2	C100101006	C1001-01	IS2062 E 250BR	006	1500	6300	53
3	C100101006	C1001-01	IS2062 E 250BR	006	2000	8000	15
4	C100101008	C1001-01	IS2062 E 250BR	008	1500	6300	21
5	C100101008	C1001-01	IS2062 E 250BR	008	2500	6300	6

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SL No.	Material No.	Standard	Material Grade	Thk	Width	Length	Quantity in Ton
6	C100101010	C1001-01	IS2062 E 250BR	010	2500	8000	211
7	C100101010	C1001-01	IS2062 E 250BR	010	2500	6300	46
8	C100101012	C1001-01	IS2062 E 250 B0	012	2500	8000	230
9	C100101012	C1001-01	IS2062 E 250 B0	012	2500	6300	6
10	C100101014	C1001-01	IS2062 E 250 B0	014	2500	8000	15
11	C100101014	C1001-01	IS2062 E 250 B0	014	2500	6300	1
12	C100101016	C1001-01	IS2062 E 250 B0	016	2500	6300	130
13	C100101020	C1001-01	IS2062 E 250 B0	020	2500	8000	110
14	C100101020	C1001-01	IS2062 E 250 B0	020	2500	6300	13
15	C100101022	C1001-01	IS2062 E 250 B0	022	2500	6300	62
16	C100101022	C1001-01	IS2062 E 250 B0	022	2500	6300	2
17	C100101025	C1001-01	IS2062 E 250 B0	025	2500	6300	79
18	C100101025	C1001-01	IS2062 E 250 B0	025	2500	6300	10
19	C100101028	C1001-01	IS2062 E 250 B0	028	2500	6300	30
20	C100101028	C1001-01	IS2062 E 250 B0	028	2500	6300	3
21	C100101032	C1001-01	IS2062 E 250 B0	032	2500	12000	47
22	C100101032	C1001-01	IS2062 E 250 B0	032	2500	6300	2
23	C100101036	C1001-01	IS2062 E 250 B0	036	2500	5600	68
24	C100101036	C1001-01	IS2062 E 250 B0	036	2500	6300	1
25	C100101040	C1001-01	IS2062 E 250 B0	040	2500	8000	26
26	C100101040	C1001-01	IS2062 E 250 B0	040	2500	6300	2
27	C100101045	C1001-01	IS2062 E 250 B0	045	2500	8000	61
28	C100101050	C1001-01	IS2062 E 250 B0	050	2500	8000	48
29	C100101050	C1001-01	IS2062 E 250 B0	050	2500	6300	2
30	C100101056	C1001-01	IS2062 E 250 B0	056	2500	6300	14
31	C100101056	C1001-01	IS2062 E 250 B0	056	2500	8000	2
32	C100101063	C1001-01	IS2062 E 250 B0	063	2500	6300	12
33	C100101070	C1001-01	IS2062 E 250 B0	070	2500	6300	13
34	C100101075	C1001-01	IS2062 E 250 B0	075	2500	6300	2
35	C100101080	C1001-01	IS2062 E 250 B0	080	2500	6300	4
36	C100101085	C1001-01	IS2062 E 250 B0	085	1250	5000	1
37	C100101090	C1001-01	IS2062 E 250 B0	090	1600	5000	1
38	C100101100	C1001-01	IS2062 E 250 B0	100	1600	5000	10
39	C100101110	C1001-01	IS2062 E 250 B0	110	2500	6300	4
40	C100101130	C1001-01	IS2062 E 250 B0	130	2500	6300	1
41	C100104005	C1001-01	Chequered Plates	005	1000	5000	2
42	C100104106	C1001-01	Chequered Plates	6	1000	5000	3
43	C100201006	C1002-01	IS2062 E410C	006	1500	6300	5
44	C100201006	C1002-01	IS2062 E410C	006	2000	10000	34
45	C100201008	C1002-01	IS2062 E410C	008	2600	9300	1
46	C100201008	C1002-01	IS2062 E410C	008	2500	6300	62
47	C100201010	C1002-01	IS2062 E410C	010	2500	6300	138
48	C100201010	C1002-01	IS2062 E410C	010	2500	8000	33
49	C100201012	C1002-01	IS2062 E410C	012	2500	8000	63
50	C100201012	C1002-01	IS2062 E410C	012	2500	6300	98
51	C100201014	C1002-01	IS2062 E410C	014	2500	6300	1

Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926

SL No.	Material No.	Standard	Material Grade	Thk	Width	Length	Quantity in Ton
52	C100201016	C1002-01	IS2062 E410C	016	2800	7100	39
53	C100201016	C1002-01	IS2062 E410C	016	2500	7000	68
54	C100201020	C1002-01	IS2062 E410C	020	2500	10000	89
55	C100201020	C1002-01	IS2062 E410C	020	2500	6300	47
56	C100201022	C1002-01	IS2062 E410C	022	2500	8000	24
57	C100201025	C1002-01	IS2062 E410C	025	2500	8000	44
58	C100201025	C1002-01	IS2062 E410C	025	2500	6300	27
59	C100201028	C1002-01	IS2062 E410C	028	2500	10000	29
60	C100201028	C1002-01	IS2062 E410C	028	2500	6300	4
61	C100201032	C1002-01	IS2062 E410C	032	2500	9000	92
62	C100201032	C1002-01	IS2062 E410C	032	2500	6300	14
63	C100201036	C1002-01	IS2062 E410C	036	2500	5600	15
64	C100201036	C1002-01	IS2062 E410C	036	2500	9000	2
65	C100201040	C1002-01	IS2062 E410C	040	2500	8000	20
66	C100201040	C1002-01	IS2062 E410C	040	2500	6300	5
67	C100201045	C1002-01	IS2062 E410C	045	2500	7800	70
68	C100201045	C1002-01	IS2062 E410C	045	2500	6300	5
69	C100201050	C1002-01	IS2062 E410C	050	2500	8000	6
70	C100201056	C1002-01	IS2062 E410C	056	2500	6300	12
71	C100201063	C1002-01	IS2062 E410C	063	2500	6300	23
72	C100201070	C1002-01	IS2062 E410C	070	2500	6300	2
73	C100201075	C1002-01	IS2062 E410C	075	2500	8000	1
74	C100201080	C1002-01	IS2062 E410C	080	2500	6300	9
75	C100201100	C1002-01	IS2062 E410C	100	Standard		1
76	C100201110	C1002-01	IS2062 E410C	110	Standard		1
77	C100502250	C1005-02	IS1079 GR'O'	2.5	1250	2500	9
78	C100502315	C1005-02	IS1079 GR'O'	3.15	1250	2500	18
79	C100502400	C1005-02	IS1079 GR'O'	4	1250	2500	8
80	C100603100	C1006-03	IS 513 GR'O'	1	1250	2500	1
81	C100603160	C1006-03	IS 513 GR'O'	1.6	1250	2500	2
82	C100603200	C1006-03	IS 513 GR'O'	2	1250	3600	1
83	C100901012	C1009-01	IS2062 E450BR	012	1250	6000	2
84	C100901014	C1009-01	IS2062 E450BR	014	1250	6000	1
85	C100901016	C1009-01	IS2062 E450BR	016	1500	6000	2
86	C100901020	C1009-01	IS2062 E450BR	020	2500	8000	13
87	C100901022	C1009-01	IS2062 E450BR	022	2500	8000	2
88	C100901025	C1009-01	IS2062 E450BR	025	2500	8000	33
89	C100901028	C1009-01	IS2062 E450BR	028	2500	10000	9
90	C100901032	C1009-01	IS2062 E450BR	032	2500	10000	9
91	R101501005		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	5	1250	3600	7
92	R101501006		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	6	1250	3600	7

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SL No.	Material No.	Standard	Material Grade	Thk	Width	Length	Quantity in Ton
93	R101501008		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	8	1250	4500	182
94	R101501010		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	10	1250	4500	3
95	R101502400		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	4	1250	3600	13
96	R101593025		Corrosion Resistent Steel Plate "IRS M-41-97, GR-1"	3.15	1250	3600	4
97	R103001010		IS:2062-11, Gr-E250 Cu C	10	2500	4000	2
98	R103001016		IS:2062-11, Gr-E250 Cu C	16	2000	4000	76
99	R103001020		IS:2062-11, Gr-E250 Cu C	20	1500	4500	51
100	R103088014		IS:2062-11, Gr-E250 Cu C	12	2100	4000	156
101	R103088029		IS:2062-11, Gr-E250 Cu C	10	2500	3200	63
102	R105201005		IS:2062-11 Gr.E250 A	5	Standard		1
103	R105204301		IS:2062-11 Gr.E250 A	6	Standard		8
104	R105288049		IS:2062-11 Gr.E250 A	16	1250	7300	68
105	R105288055		IS:2062-11 Gr.E250 A	25	2500	8500	48
106	R108288008		IS:2062-11 E250 C	16	2000	4000	30

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2. Procedure for Submission of Bids:

This Tender consisting of three parts as below.

Sl. No	Nature of Bid		Mode of Submission
1.	Part (A)	Pre-Qualification Bid	Manual Mode
2.	Part (B)	Technical Bid	Through <u>GePNIC Portal</u>
3.	Part (C)	Financial Bid	Through <u>GePNIC Portal</u>

2.1 (Part-A) Pre-Qualification Bid – (Manual Mode)

- 2.1.1 Duly signed **Bid Declaration Form** as per **Annexure-A** in original to be submitted.
- 2.1.2 Duly signed **Integrity Pact (I.P.)** as per **Annexure-B** in original to be submitted. 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.
- 2.1.3 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.
- 2.1.4 Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited will be considered for technical evaluation.
- 2.1.5 The Central Vigilance Commission (CVC) has appointed Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. The details of IEM is as below: -

Shri. Kamal Dayani, IAS (Retd.) Mail: kmldyni@gmail.com	Shri. Rajesh Ranjan, IPS (Retd.) Mail: rajeshranjan2@gmail.com
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- 2.1.6 The **Bid Declaration Form** as per **Annexure-A** along with **Integrity Pact** as per **Annexure-B** to be submitted as “PRE-QUALIFICATION BID” on or before closing date of the tender to the following address. The Bid Declaration Form as per Annexure-A along with Integrity Pact as per Annexure-B shall be submitted in Sealed envelope duly superscribing as “PRE-QUALIFICATION BID for **Supply of Mild Steel Plates to BEML Limited**” 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. Pre-Qualification Bid has to reach the address as mentioned below on or before the **closing date & time of the tender** to the following Address.

**The DGM (Corporate Materials),
BEML LTD, BEML SOUDHA,
23/1, 4th Main,
S.R. Nagar, Bangalore – 560 027
Karnataka, India**

- 2.1.7 Alternatively, the sealed envelope which contains the **Bid Declaration Form** along with **Integrity Pact** can also be dropped in the Tender Box which is kept in **Security Office, BEML Limited, BEML Soudha, SR Nagar, Bangalore 560027.**

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2.1.8 The Bidders who have not submitted" the **Bid Declaration Form** along with **Integrity Pact** will **be rejected** straightway and their Technical Bid will not be opened for Technical evaluation.

2.2 PART-B - Technical Bid (To be uploaded at GePNIC Portal.)

Bidder will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

Sl. No.	Description	Documents required to be upload in <u>GePNIC Portal</u>
1.	Brief Details about the Firm	Please upload filled-in format as per Annexure-C
2.	The Bidder shall be certified as per ISO 9001:2015 and ISO 14000:2015 Quality Management systems and Environmental Management System Occupational Health and Safety Management System As per ISO 45001:2018 to be complied during supply.	Valid Certificates to be uploaded
3.	Only Indigenous MANUFACTURERS of tendered items are entitled to quote. In case the bidder is a manufacturer, the full address of works with scanned copy of their valid registration with NSIC/SSI /DIC /DGD&D/MSME/ Incorporation Certificate/ Registrar of Companies etc in their own name is to be uploaded.	Valid Certificates to be uploaded
4.	Compliance for Technical Delivery Conditions Bid (Terms & Conditions)	Please upload filled-in format as per Annexure-D
5.	Compliance for General Terms and Conditions	Please upload filled-in format as per Annexure-E
6.	Only Original Manufacturers of tendered items are eligible to submission of bids.	Please upload filled-in format as per Annexure-F
7.	Bidders to quote all line items individually or else bid will be rejected straightaway.	Please upload filled-in format as per Annexure-G
8.	Land Border sharing declaration	Please upload filled-in format as per Annexure-H
9.	Non-Disclosure Agreement	Please upload filled-in format as per Annexure-J
10.	Non-Competition Agreement	Please upload filled-in format as per Annexure-K

Note:

- Please upload all the technical documents in the GePNIC Portal. Please ensure no price details are mentioned in any of the documents uploaded as part of the technical bid. If price details are found in the technical bid, their bid shall be summarily rejected.
- The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid and scanned documents must be legible & clear.
- Technical bid will be opened first subject to receipt of Bid Declaration Form and Integrity Pact as Pre-qualification bid. If bidder has not submitted any of these documents as Pre-qualification bid, their technical bid will not be considered for further evaluation.

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- If IP address of the two or more bidders in GePNIC Portal is same, their bids will be summarily rejected.
- Quotations complying above criteria are eligible for price bid evaluation.
- Original documents of tender submission / supporting documents of this tender if asked by BEML limited, the same must be submitted within 5 days of communications.
- If it is found that the information provided by the bidder is false during any stage of tendering/ contract, their bid will be rejected and that bidder will not be considered for future tenders of BEML Limited as per our guidelines.

2.3 PART-C - Financial Bid (To be uploaded at GePNIC portal.)

- 2.3.1 Bidders to quote the prices as per tendering unit only including GST.
- 2.3.2 Bidders to quote all line items individually as per the list at **Table-A** or else their bid will be rejected at any stage of tendering.
- 2.3.3 Competitiveness will be arrived after Reverse Auction in GePNIC Portal. Reverse Auction will be conducted in GePNIC Portal.
- 2.3.4 Price bids of technically qualified bidders only will be opened.
- 2.3.5 Bidder to provide data for Price Variation Clause (PVC) for arriving the price on monthly basis. This will be discussed during Pre-Bid Meeting. Bidders may send their Price Variation Formula before Price Bid Meeting.
- 2.3.6 Bidder to quote for the parameters separately as mentioned in **Table-B & Table-C and to be upload Commercial bid in GePNIC Portal Only.**

Table-B

Quality Extras		
Sl.	Quality	Rs. per Ton
1	E 250 B0	
2	E 250 C	
3	E300 BR	
4	E300 B0	
5	E300 C	
6	E 350 BR	
7	E 350 B0	
8	E 350 C	
9	E 410 BR	
10	E 410 B0	
11	E 410 C	
12	E 450 BR	
13	SAILCOR IRSM 41/IS11587 WR-Fe 480A	
14	JIS G3114 SMA490BW	
15	DIN/BS EN 10025-5 S355 J2W+N	

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Table-C

Other extras		
Sl.	Quality	Rs. per Ton
1	Cu	
2	Vaccum Degassing/VAD	
3	Furnace Normalising	
4	Norm Rolling / TCR	
5	Controlled Rolling	
6	Controlled Cooling	
7	UT: ASTM 435	
8	UT: ASTM 578A	
9	UT: ASTM 578B	
10	UT: ASTM 578 BS2+VAD	
11	Impact test upto 0 deg	
12	Impact test upto -20 deg	
13	Non std size / per dim	
14	Close Tolerance	
15	Flatness as per BS/EN10029 Class N	
16	Impact test upto -55 deg	

2.4 BEML NIC EPROCUREMENT PORTAL:

In order to submit the bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://eprocurebeml.nic.in>) with valid Class 3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

BEML eProcurement Portal URL: <https://eprocurebeml.nic.in> (Click on “Online Bidder Enrollment” for registration)

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and special terms and conditions (if any), along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

Language of Bid: All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorized signatory of the bidder, as a token of authentication of the same.

Price bid: The Price Bid/BOQ is to be filled up as per the requirement in terms of absolute value as indicated in BOQ.

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The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **Cover-II (i.e., Price Bid / BOQ)**. The Price-bid will be in Item Rate BOQ format (total value wise evaluation) and the bidder may quote for all the tendered items and the L-1 status will be decided on total value basis. The Price-bids of the bidders will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

Modification and Withdrawal of Bid:

- a. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- b. No bid can be modified after the deadline for submission of bids.

Bidders may please visit the URL for self-help manuals:

URL: <https://eprocurebeml.nic.in/nicgep/app?page=BiddersManualKit&service=page>

FAQ URL: <https://eprocurebeml.nic.in/nicgep/app?page=FAQFrontEnd&service=page>

The following 24x7 help desk numbers may be contacted for technical support on bid submission on GePNIC Portal:

Contact Nos: 0120-4001002, 0120-4001005, 0120-4711508, 0120-6277787

eMail Support: support-eproc@nic.in

URL: <https://eprocurebeml.nic.in/nicgep/app?page=FrontEndContactUs&service=page>

3. Price Bid Evaluation Criteria: -

Reverse Auction (RA) will be conducted and overall lowest price for all items put together will be considered in addition to Price Variation Clause (PVC) rates for 4 different options.

- a) +/- 5% variation
- b) +/- 10% variation
- c) +/- 20% variation
- d) +/- 30% variation

4. Instruction For Bidders:

This tender is designated as the tender from reputed Class I Original Steel Manufacturers for supply of 106 Varieties of Mild Steel Plates as per specification as shown at **Table-A**.

- a) This tender enquiry is not transferable under any circumstances.
- b) All the documents shall be uploaded in PDF Format in GePNIC Portal and must be legible.
- c) Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers of such parties indulging in such activities are liable for rejection.
- d) Bidder shall ensure that all the information & documents submitted by them are true & correct.
- e) In the event, it comes to the knowledge of BEML that the successful bidder has submitted false

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information, after the award of contract, the contract shall be cancelled/short closed by the company and shall invoke risk purchase clause with liabilities on such bidder at any stage of tendering / contract period.

- f) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- g) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- h) The bidder shall fill in all the required in the blank space provided for the purpose in the tender document.
- i) The bidder shall also affix seal and sign on every page of tender document before uploading the tender on the GePNIC Portal. No corrections/ revisions will be entertained after closing date and time of tender.
- j) Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.
- k) Fax/email quotations are not acceptable.
- l) Please ensure that no price details are mentioned in the technical bid. Offers with price details in Technical Bid (under part A) will not be considered.
- m) Reverse Auction will be conducted with H1 Bidder elimination rule as per GePNIC.
- n) The prices of each material will be arrived by Price Variation Clause (PVC) (Monthly).
- o) The quantities mentioned are tentative and the actuals may vary depending on the requirements.

4.1 Amendment of tender document

At any time prior to the deadline for submission of Bid, BEML may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of Addendum in GePNIC Portal. Bidders have to take into the account all such Clarification/ Addendum/ Corrigendum before submitting their bid.

4.2 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language, except that any Supporting documents and printed literature may be allowed in another language, provided it is accompanied by an English translation which shall be used for the purpose of bid interpretation. Supporting materials, which are not translated into English, may not be considered. The bidder shall quote the rates in English language and international numerals.

4.3 Bid Clarifications / Pre-Bid Meeting

Bidders requiring any clarifications on the Bid Document may seek the same from BEML as per date mentioned. BEML shall endeavor to respond to the queries / post the replies to the queries on GePNIC Portal. However, BEML reserves the right not to respond to any question or provide any clarification, at its sole discretion.

The pre-bid meetings for clarifying any doubts with respect to the RFQ document will be held through Video- Conference, interested bidders are advised to send the email to rangegowda.g@bemltd.in, arun.kumar@bemltd.in, namasivayam.r@bemltd.in, for the participation on or before the date & time specified in the GePNIC tender to share the video-conference link.

Bidders are requested to submit their queries on the RFQ if any, one working day prior to the day of pre-bid Video-conference meeting as per date & time specified in GePNIC Tender. No further opportunity after pre-bid Video- conference meeting will be granted to seek clarifications.

BEML's responses to the queries/clarifications etc. and/or minutes of the pre-bid Video-conference meeting shall also form part of this RFQ document and will be hosted on the tender portal without disclosing source of the query. All decisions taken by BEML after pre-bid Video-conference meeting shall be binding on all the bidders.

PRE-BID MEETING: -

Pre-Bid Meeting Date	As specified in
Time	GePNIC tender

- 4.3.1 A pre-bid meeting would be held to clarify any concerns bidders may have with the scope of work, documents submittals and any other requirements.
- 4.3.2 **Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on date and time specified in the GePNIC Tender through Video Conference.**
- 4.3.3 **Any queries/clarification/information/details required by the bidder may be sent to the following e-mail addresses: rangegowda.g@bemltd.in, arun.kumar@bemltd.in, namasivayam.r@bemltd.in.**
- 4.3.4 **The queries / clarifications sought need to be sent in advance on or before date specified in the GePNIC Tender. The decision of BEML on this will be final & binding.**
- 4.3.5 It is suggested that all the bidders may participate in the pre-bid meeting & obtain all the clarifications before submitting the bids for better understanding of the requirements.
- 4.3.6 Non-attendance at the Pre-Bid meeting will not be a reason for disqualification of a Bidder.
- 4.3.7 Any modification of the Bidding documents which may become necessary because of the pre-bid meeting, shall be made by BEML and the same will be provided as corrigendum in the GePNIC Portal.
- 4.3.8 Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, Addenda, Amendments, Clarifications etc., if any to the tender, will be hosted on GePNIC Portal and no separate communication will be given.
- 4.3.9 Bidders should regularly visit GePNIC Portal to keep themselves updated on this tender.

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4.3.10 No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.

4.3.11 All Corrigenda, Addenda, Amendments, Clarifications etc, if any, thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

4.4 Signing of the bids

Bidder must be registered under relevant applicable Indian Laws (foreign laws in case of foreign business entity), it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BEML during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFQ document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory.

4.5 Modifications/ substitution/ withdrawal of Bids

Bidder may modify their bids in GePNIC Portal on or before closing date and time indicated in tender.

4.6 Bid Validity

The Bid shall remain valid and open for acceptance for a period of **180 days** from the date of the opening Bid.

4.7 Technical Evaluation

The technical evaluation of bids shall be carried out based on documents submitted by the bidders as per **2.2-Part-B Technical Bid**.

4.8 Right to accept or reject any or all Bids

Notwithstanding anything contained in this Proposal Document, BEML reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

BEML reserves the right to seek clarifications at any stage, without liability or any obligation for such invitation and without assigning any reason.

BEML reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by BEML, the supplemental information sought by BEML for evaluation of the Bid.

BEML reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by BEML shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BEML there under.

4.9 Extension of validity of Bid:

If it becomes necessary, BEML may request the parties, in writing, to extend validity of Bid.

4.10 Confidentiality

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

4.11 Proprietary data

All documents and other information supplied by BEML or submitted by a Bidder to BEML shall remain or become the property of BEML. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BEML will not return any Bid or any information provided along therewith.

4.12 Acknowledgement of Purchase Order (PO).

Kindly acknowledge the delivery schedules and order acceptance within 15 days of receipt of PO or otherwise it will be deemed as accepted.

5. General Terms and conditions (GTC)

5.1 Definitions & Interpretation:

- a) **“Purchaser”** means BEML Ltd., a Government of India Undertaking, incorporated under the Companies Act, having its registered office at BEML SOUDHA, SR Nagar, Bengaluru – 560073, and shall be deemed to include its successors and permitted assigns.
- b) **“Supplier”** means any person, firm, or company that has entered into a contract with the Purchaser as a contractor and with whom a Purchase Order has been placed for the supply of goods or services. The term “Supplier” shall be deemed to include its successors (as approved by BEML Ltd.), representatives, heirs, executors, and administrators. The Supplier may also be referred to as the Supplier, Contractor, or Vendor.
- c) **“Parties to the Contract”** shall mean the Purchaser and the Supplier as named in the main body of the Purchase Order.
- d) **“Tender”** means and includes the quotation, invitation to tender, and all related documents such as drawings, specifications, quality plans, and other documents forming part of the tender documentation.
- e) **“Acceptance of Tender”** means the letter of memorandum issued by the Purchaser communicating acceptance of the Tender submitted by the Supplier and shall include any advance or provisional acceptance thereof.
- f) **“Purchase Order / Contract”** means and includes the invitation to tender, instructions to tenderers, Acceptance of Tender, Letter of Intent / Letter of Award, General Terms and

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Conditions of the Purchase Order / Contract, Special Conditions of the Purchase Order / Contract, particulars, descriptions, specifications, price schedules, quantities, quality plans, drawings, and any other conditions specified in the Acceptance of Tender. The term shall also include repeat orders accepted or acted upon by or on behalf of the Supplier for the supply of stores or performance of services, as well as any amendments arising subsequent to discussions, negotiations, or mutual agreements, if any.

- g) **“Stores / Materials / Services”** means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- h) Words in singular include the plural & vice-versa.
- i) Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- j) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

5.2 Authority of Persons Signing Document:

Any person signing the tender either manual or electronic mode or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.

5.3 Acceptance of Order:

The supplier shall send Order Acceptance within the date of LOI/LOA/Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within 15 days.

5.4 Validity Period:

The Purchase Order shall be valid for a maximum period of twenty-four (24) months from the date of issue or till the completion of the supplies wherever delivery schedules are beyond 24 months and based on actual requirement at that time, unless otherwise specified. The Supplier shall complete the supplies within this validity period, failing which the Purchase Order shall be treated as cancelled or short-closed, unless the same is revalidated by BEML upon a specific request from the Supplier, for reasons found acceptable by BEML.

5.5 Quality and Workmanship:

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

5.6 Guarantee / Warranty:

- a) Guarantee:** Wherever required, and so provided in the specifications / Purchaser Order, the Supplier shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period the delivery is found to be non-compliant including those with the stipulations in Quality and Condition of Delivery of these Conditions, the Supplier shall, on its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Supplier continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Supplier's expense, with or without help from third parties besides, Purchaser's other legal remedies. Purchaser shall notify the Supplier of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be 18 months after the date of delivery of goods.

The decision of the Purchaser in regard to the Supplier liability under this clause shall be conclusive and final and will be binding on the supplier.

- b) Warranty:** All the stores supplied shall be warranted against any defect in material, Workmanship, design or dimension etc., for a period of twelve calendar months from the date they are actually put on use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall state in writing in what respect the stores are defective. Warranty Certificate shall be furnished by the Supplier in triplicate as under covering the entire supplies to be made against this order within 15 days from the date of order, but before commencement of supplies.

The supplies covered under PO No. date be warranted against all defects in material, workmanship, design dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of receipt of supply in BEML whichever is earlier and if any defects are found within the above period for any of the reasons stated, they will be replaced at your premises free of cost within a reasonable time.

5.7 Supply of Sample:

Before effecting the bulk supplies, an acceptable sample shall be submitted without any obligation on the part of BEML Ltd., as regards safe custody and shall obtain necessary clearance for effecting bulk supplies as per schedule of delivery, if stipulated in purchase order. Samples so supplied shall be clearly labelled with Supplier's Name, Address and Purchase Order No. and any certified sample be sent by BEML, the suppliers shall be responsible for the safe custody and return of the certified sample intact without damage after the purpose for which it is given is served, without delay or when demanded back. Any clarification regarding submission of sample may be obtained from Chief of Quality department. If the supplier submits a sample whether with, before or after the tender, the same shall not govern the standard of supply, except when it has been so specifically stated in the acceptance of tender.

5.8 Packing and Dispatch:

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

The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time). The Supplier shall inform the Purchaser in advance of likely shipment date/s, the no. of packages, Gross weight & Net weight, Dimensions (LxBxH) of each of the packages. Each such package must be marked with Consignee name, P.O. Number, Package No., Gross weight & Net weight, dimensions (LxBxH) and Supplier's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no., & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material shall be notified such and their packing, transportation and other protection must conform to relevant regulations.

5.9 Identifying of Items / Pieces:

The supplier shall indicate BEML stock number and Supplier Code Number / Vendor Code No. and BEML PO No. in all Delivery documents / invoices and correspondence. Also, supplier shall emboss / engrave the Supplier Code No. / Vendor Code No. on each item / piece at a convenient non-machinable place, otherwise the supplies are liable for rejections.

5.10 Delivery:

Except as otherwise indicated in the Purchase Order, delivery shall be DAP (BEML). Trade terms such as EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

The time and the date of delivery of the stores stipulated in the PO No. shall be deemed to be the essence of the Purchase Order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the PO. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either:

- a. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description where stores exactly comply with the description are not in the opinion of BEML (which shall be final, readily procurable) without cancelling the P.O.in respect of consignments not yet due for delivery.

OR

- b. To cancel the Purchase Order:
In the event of action being taken under (a) or (b) the supplier shall be liable for any loss which BEML may sustain on that account but the supplier shall not be entitled to any gain on purchase made against default. As soon as it is apparent that the scheduled dates cannot be

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adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the Purchase Order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which BEML may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

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

5.11 Inspection and Testing:

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

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

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

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

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises, the Supplier shall obtain Purchaser's or his authorized representative's permission to inspect, examine and test as if the said stores are being manufactured at the Supplier's premises. Such inspection, examination and testing, if made shall not release the Supplier from any obligation under the Contract. All costs related to inspections and re-inspections shall be borne by the Supplier. The cost of inspection staff / third party specified by the Purchaser shall be borne by Purchaser, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Supplier or any of his Sub-contractor/s, Supplier shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Purchaser only if specifically agreed.

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

5.12 Quality & Condition of Delivery:

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

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

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

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

The supplier guarantees that the delivery complies with the customary norms and standards in the relevant branch of trade or industry.

The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

5.13 Payment Procedure:

All bills shall be submitted in triplicate to the concerned Accounts Department as per terms of the P.O. Whenever the terms of P.O. stipulate for balance payment, a separate bill in triplicate for the balance amount shall be submitted.

Payment shall be recommended / arranged only when supplies are made strictly in line with the supply schedule of the P.O. Requests for piece meal payments are making staggered supplies, deviation from the supply schedule, shall not be entertained.

All direct payment shall be made by E-payment mode only. In case of foreign supplier's payments will be made through bank based on the documentation as called in the relevant Purchase Order directly to the supplier's banker for credit to supplier's account.

5.14 Appropriation:

BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

5.15 Applicable Laws and Jurisdiction of Courts:

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

5.16 Intellectual Property Rights:

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

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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 Labour Laws, particularly Contract Labour (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 BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

5.17 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, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute 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 it and sufficient and their decision shall be final and conclusive.

5.18 Jurisdiction:

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

5.19 ARBITRATION:

Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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 or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

- a. In recent decades, there has been an increasing resort to arbitration as a mean of alternative dispute resolution with a view to reducing litigation and achieving quick and efficient settlement of contractual disputes. Arbitration as a remedy is based on explicit provision in a contract and is not a judicial process. Arbitration can cover a whole range of contractual matters, including disputes between private sector parties where the Government or a public sector undertaking is not involved.

- b. Arbitration is expected to provide several advantages compared to the process of litigation in the Courts:
 - i. Speed: It is expected to result in quicker resolution of disputes.
 - ii. Convenience and Technical Expertise: As it is not a judicial process, it provides greater convenience and less formality, enabling persons other than serving Judges (including technical experts) to act as Arbitrators. This may improve the quality of factual decision making, especially on technical issues.
 - iii. Finality: Under the Arbitration and Conciliation Act, 1996, the decisions of the Arbitrators are final, and grounds for challenge in Courts are very limited. Hence, finality is an expected benefit of arbitration.
- c. Recent developments, namely the enactment of the Mediation Act, 2023 and Court decisions, combined with the experience gained over many years have necessitated a re-examination of the Government's approach towards arbitration vis-a- vis other methods of dispute resolution, such as mediation and litigation.
- d. The Government (or a Government entity or agency) as a disputant has certain peculiarities:
 - i. The system of decision-making in Government involves accountability to Parliament. The law requires the Government to act fairly without arbitrariness. There are multiple levels of scrutiny before and after decisions are taken. Acceptance of an adverse award when judicial avenues are not exhausted is often perceived to be improper by various authorities, despite the 'finality' envisaged in theory.
 - ii. The necessity for fairness and non-arbitrariness makes it difficult to accept arbitration awards if they vary from the practice followed for other similarly- placed contractors who are not involved in the arbitration.
 - iii. Officers in Government and its undertakings are transferrable and hence the personal knowledge of an officer involved in an arbitration matter may not be as deep as of the opposing private party. This handicaps the Government when presenting its case before arbitrators.
- e. Notwithstanding the expected benefits of arbitration, the actual experience of arbitration in respect of contracts where the Government (or a Government entity or agency, such as a public sector enterprise) is a party have been, in many cases, unsatisfactory in meeting the expectations:
 - i. The process of arbitration itself takes a long time and is not as quick as envisaged, besides being very expensive too.
 - ii. The reduced formality, combined with the binding nature of decisions, has often led to wrong decisions on facts and improper application of the law. The arbitral process being contractual and intended to be final with very limited further recourse, is also exposed, particularly in matters of high financial value, to perceptions of wrong-doing including collusion. It is noteworthy that arbitrators are not necessarily subject to the high standards of selection which are applied to the judiciary and to judicial conduct. Further, proceedings are conducted behind closed doors and not in open court. There

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have been judicial decisions regarding impropriety on the part of arbitrators and there is little accountability for such wrong decisions, if taken by arbitrators.

- iii. The benefit of finality has also not been achieved. A large majority of arbitration decisions are being challenged in the Courts both by the Government (or its entity or agency) and by the opposite party, when the decision of the arbitrators is not to the satisfaction of either party. The expectation that challenge to arbitration award would be rare, has not been realised in practice. Therefore, instead of reducing litigation, it has become virtually an additional layer and source of more litigation, delaying final resolution. The objective of relieving the burden on Courts has generally not been achieved.
 - iv. The intended finality, though often not realised in practice, also has a bearing on possible civil and criminal actions, attendant to the subject matter of the disputes.
 - v. In many cases, a commercial and sensible practical approach if resorted to, may indeed amicably resolve the issues at the threshold, but the existence of an arbitration clause makes it easy for officers to avoid taking a decision by letting the dispute go to arbitration. Thereafter, in the adversarial process, realistic claims and counter-claims are often replaced by inflated claims, counter-claims or cross-claims and arbitral process many a time ends in concluding resolutions which are in-between or extreme in nature, when in reality, the intrinsic actual claims are far smaller.
- f. Adjudication by the courts is a remedy which always exists wherever there is no arbitration clause. However, another alternative to arbitration is mediation, which is a process whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person (mediator) who does not have the authority to impose a settlement upon the parties to a dispute. There are successful models of mediation/ conciliation being practiced in certain Government entities, for example in the oil and gas sector. Section 48 of the Mediation Act, 2023 allows the Government or any Government entity or agency to frame schemes or guidelines for resolution of disputes through mediation or conciliation, and in such cases, a mediation or conciliation may be conducted in accordance with such schemes or guidelines.
- g. Keeping all these factors in view, the following guidelines are issued for contracts of domestic procurement by the Government and by its entities and agencies (including Central Public Sector Enterprises [CPSEs], Public Sector Banks [PSBs] etc. and Government companies):
- i. Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/ tenders, especially in large contracts.
 - ii. As a norm, arbitration (if included in contracts) may be restricted to disputes with a value less than Rs.10.0 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). It may be specifically mentioned in the bid conditions/ conditions of contract that in all other cases, arbitration will not be a method of dispute resolution in the contract.
 - iii. Inclusion of arbitration clauses covering disputes with a value exceeding the norm specified in sub-para (ii) above, should be based on careful application of mind and recording of reasons and with the approval of:
 - a) In respect of Government Ministries/ Departments, attached/ subordinate offices and autonomous bodies, the Secretary concerned or an officer

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(not below the level of Joint Secretary), to whom authority is delegated by the Secretary.

- b) In respect of CPSEs/ PSBs/ Financial Institutions etc., the Managing Director.
- iv. In matters where arbitration is to be resorted to, institutional arbitration may be given preference (where appropriate, after considering reasonableness of the cost of arbitration relative to the value involved).
- v. In matters covered by arbitration/ court decisions, the guidance contained in General Instructions on Procurement and Project Management dated 29.10.2021 should be kept in mind. In cases where there is a decision against the Government public sector enterprise, the decision to challenge/ appeal should not be taken in a routine manner, but only when the case genuinely merits going for challenge/ appeal and there are high chances of winning in the court/ higher court.
- vi. Government departments/ entities/ agencies should avoid and/ or amicably settle as many disputes as possible using mechanisms available in the contract. Decisions should be taken in a pragmatic manner in overall long-term public interest, keeping legal and practical realities in view, without shirking or avoiding responsibility or denying genuine claims of the other party.
- vii. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act, 2023 and/ or negotiated amicable settlements for resolution of disputes. Where necessary, e.g., matters of high value, they may proceed in the manner discussed below:
 - a) Government departments/ undertakings may, where they consider appropriate e.g., in high value matters, constitute a High-Level Committee (HLC) for dispute resolution which may include:
 - A retired judge.
 - A retired high-ranking officer and/ or technical expert.This composition is purely indicative and not prescriptive.
 - b) In cases where a HLC is constituted, the Government department entity/ agency may either
 - negotiate directly with the other party and place a tentative proposed solution before the HLC; or
 - conduct mediation through a mediator and then place the tentative mediated agreement before the HLC; or
 - use the HLC itself as the mediator.
 - c) This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in public interest, with probity.
- viii. There may be rare situations in long duration works contracts where, due to unforeseen major events, public interest may be best served by a renegotiation of the terms. In

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such circumstances, the terms of the tentative renegotiated contract may be placed before a suitably constituted High Level Committee before approval.

- ix. Approval of the appropriate authority will need to be obtained for the final accepted solution. Section 49 of the Mediation Act, 2023 is also relevant in this regard.
 - x. Mediation agreements need not be routinely or automatically included in procurement contracts/ tenders. The absence of a mediation agreement in the contract does not preclude pre-litigation mediation. Such a clause may be incorporated where it is consciously decided to do so.
 - xi. Disputes not covered in an arbitration clause and where the methods outlined above are not successful, should be adjudicated by the courts.
- h. General or case-specific modification in the application of the above guidelines may be authorized by the Secretary concerned (or an officer not below the level of Joint Secretary to whom the authority is delegated by him) in respect of Government Ministries/ Departments, attached/ subordinate offices and autonomous bodies, or the Managing Director in respect of Central Public Sector Enterprises including Banks and Financial Institutions etc.

Ref.: DoE, Min. of Fin., GOI- O.M. No. F.1/2/2024-PPD Dated 03.06.2024.

5.20 Force Majeure Clause:

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

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order / Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.

5.21 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

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the formation and execution of the Contract shall continue to be the property of the submitting party.

5.22 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.

5.23 Price, Invoicing and Payment:

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

5.24 Fall Clause:

- a. The prices charged for the stores supplied under this PO by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this Purchase Order.
- b. If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.
- c. The supplier shall furnish to the consigned / paying Authority concerned for this PO the following certificate along with the invoice for the supplies effected under this PO. "I/We certify that the stores of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me/ us to any other BEML Office / Division from the commencement of the contract upto the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO."
- d. Failure in submission of the aforesaid certificate by the supplier will result in withholding of the payment of their bills against supply, if any.

5.25 During Arbitration:

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

5.26 Progress Report:

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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.

5.27 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.

5.28 Penalty / Liquidated Damages:

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be essence of the Contract. Shall circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Purchaser without delay that in such an event the Supplier shall bind himself to any of the terms and conditions that may be imposed by the Purchaser. If delay in delivery is caused by any of the circumstances mentioned is on account of Force Majeure conditions prior to the scheduled / extended delivery or by additional work, if any, or by an act or omission on the part of the Purchaser, the Purchaser shall extent the time for delivery by a period which is reasonable having regard to all the circumstances in the case.

Alternatively, the Supplier, if foresees a delay in delivery may request for extension of delivery schedule without levy of LD. However, such requests should be made before lapse of delivery schedule. Purchaser, in consultation with Planning / user department with the co-ordination of Finance may extend the delivery schedule without levy of LD with approval of competent authority under applicable clause of SDoP. Extent of LD applicable shall be determined as given below:

- a. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.

OR

- b. In case of procurement made against a specific project / customer order, then the LD condition prevailing in such project / customer order shall be incorporated in all such tenders/ purchase orders provided this LD clause is more severe than the LD clause stated at (a) above.

The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.

5.29 Transfer of Ownership and Risk:

The risk for the delivery remains with the Supplier until the goods are delivered at the agreed place. Title to the delivery shall pass on to Purchaser at the moment of delivery. Models, stamps, moulds, templates, dies, callipers, drawings and the like procured or manufactured by the Supplier in aid of the delivery, shall be deemed to have been made available to the supplier by Purchaser at the moment that these articles are delivered to the Supplier or have been manufactured by it. If Purchaser makes items available or is considered to have made items available to the Supplier in aid of the delivery, these shall remain or become the property of Purchaser and the Supplier shall be obliged to clearly mark these items as Purchaser's property and to make a declaration of ownership available if requested to do so. Items created by amalgamation, confusion or otherwise, become Purchaser property at the moment of creation. The supplier shall be deemed to have created the items for Purchaser and shall retain these new items as Purchaser property and make a declaration of ownership available to Purchaser if requested to do so.

5.30 Short Shipment / Warranty / Guarantee Replacements:

In the event of any short shipment during the initial supply, or in the case of any subsequent dispatches made by the Supplier towards shortfall quantities or as replacements under Guarantee or Warranty obligations, such supplies shall be dispatched as follows:

- a. Imported items shall be delivered on a **DDP (Delivered Duty Paid) – BEML Stores** basis; and
- b. Indigenous items shall be delivered on a **DAP – BEML Stores / designated destination** basis, unless otherwise specifically agreed in writing by BEML Ltd.

5.31 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.

5.32 Assignment of Rights and Obligations; Sub-Contracting:

The Supplier shall not assign, transfer, or sub-contract the whole or any part of the Contract, or any rights or obligations arising therefrom, to any third party without the prior written consent of the Purchaser. Any permission or approval granted by the Purchaser for such assignment or sub-contracting shall not relieve or absolve the Supplier of its responsibilities or obligations under the Contract, and the Supplier shall remain fully liable for due performance of the Contract in all respects.

5.33 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 Contractor (s) will not enter with other Bidder (s) / Contractors (s) into any undisclosed agreement or understanding or any actions to restrict competition.

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If the Contractor (s), before award or during execution of the 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 contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed it.

Annexure-A

Bid Declaration Form (To be filled on Company's Letter Head)

Date:

Tender Ref No: XXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

To:

General Manager (Corporate Materials),
M/s. BEML Limited
BEML SOUDHA
S.R.Nagar,
Bengaluru - 560027

Dear Sir/Madam,

1. I/We, _____, do hereby-certify and declare that we have read and understood all the terms and conditions of the subject tender for the supply of **MILD STEEL PLATES**. We unconditionally agree to abide by all the tender terms, conditions, and specifications.
2. I/We do hereby-certify and declare that we are Original Manufacturer of the Mild Steel Plates.
3. I/We confirm that our firm has not been blacklisted, banned, or put on a holiday list by any government department or public sector undertaking.
4. I/We certify that all information provided along with this tender is true, correct, and complete to the best of our knowledge

Sign & Seal of Authorised Signatory

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Tender Ref No: XXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

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

M/s.hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....
..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform

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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-J1**.
 - 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

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- (1) 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

- (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

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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., Bengaluru.
- (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.

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- (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.
- (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)

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Annexure-C

CONTACT DETAILS OF THE BIDDER

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

1) Contact Person Details

- (a) Name :
(b) Designation :
(c) Telephone Number :
(d) Mobile Number :
(e) Alternate Contact Number:
(f) Email ID :

2) Head Office :

3) Complete address including the website:

4) Details of the proposed plant from where items are to be supplied:

5) Complete address of the Plants including Website:

6) Contact person details in plant

- (a) Name :
(b) Designation :
(c) Telephone Number :
(d) Mobile Number :
(e) Alternate Contact Number:
(f) Email ID :

7) Bank Details:

- (a) Name of the Bank :

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(b) Full Address of the Bank :

(c) Account Number and Type:

(d) Type of Account :

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Annexure-D

Technical Delivery Conditions

Sl. No.	Particulars	Terms & Conditions	Compliance from Bidder (Yes or No)
1	Material Grade	As per the material grades indicated in Table-A	
2	Quote	Rate to be quoted as per tendering unit only, including GST . i. Tender sizes -Width (+/-100MM) x length may change subject to BEML requirement. Bidder to quote considering charges wherever applicable. ii. Tender quantity is tentative.	
3	Delivery Terms	FOR / FDD - MYSORE Complex / KGF Complex / Bangalore Complex / Palakkad Complexes of BEML Limited.	
4	Delivery Schedule	Within 4 to 6 weeks from the date of receipt of scheduled purchase order.	
5	Payment terms	60 days on receipt & acceptance. For MSE firms, as per MSE act.	
6	Local content	Firm shall comply Class-I manufacturer.	
7	Bidder criteria	Only OE manufacturers for the supply of items as per specification.	
8	Mill TC/ NABL TC	Bidder shall confirm to supply Mill and NABL TC along-with the supply.	
9	Deferent Clause	PO is subject to deferment, re-scheduling, cancellation, Short / Pre-closure based on equipment sales order.	
10	LD Clause	LD Applicable for late deliveries as mentioned in Annexure-E General Terms & Conditions.	
11	Bidder Confirmation Letter	Bidders participating in the tender has to quote for all the line item of BOQ, an undertaking letter signed by Authorized Signatory to be attached as per Annexure-G .	

Bidder's confirmation

I hereby confirm to supply the item as per above tender conditions.

Bidder Seal & Signature

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Annexure-E

Compliance to Informative clauses and General terms & conditions

Sl. No.	Terms	Compliance from Bidder (Yes or No)
1	Definitions & Interpretations	
2	Authority of Persons Signing Document	
3	Acceptance of Order	
4	Validity Period	
5	Quality and Workmanship	
6	Guarantee / Warranty	
7	Supply of Sample (If required)	
8	Packing and Dispatch	
9	Identification of Items / Pieces	
10	Delivery	
11	Inspection and Testing:	
12	Quality & Condition of Delivery	
13	Payment Procedure	
14	Appropriation	
15	Applicable Laws and Jurisdiction of Courts	

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16	Intellectual Property Rights; Licenses	
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Sl. No.	Terms	Compliance from Bidder (Yes or No)
17	Bribes and Gifts	
18	Jurisdiction	
19	Arbitration	
20	Force Majeure Clause	
21	Drawings and Documents	
22	Non-Disclosure and Information Obligations	
23	Price, Invoicing and Payment:	
24	Fall Clause	
25	During Arbitration	
26	Progress Report	
27	Contract Variations: Increase or Decrease in the Scope of Supply	
28	Penalty / Liquidated Damages:	
29	Transfer Of Ownership and Risk	
30	Short Shipment / Warranty / Guarantee Replacements:	
31	Non-Waiver of Defaults	
32	Assignment Of Rights and Obligations; Sub-Contracting	
33	Integrity Commitment in the Execution of Contracts:	

Bidder Declaration:

I hereby confirm to supply as per above terms and conditions.

Bidder Seal & Signature

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Tender Ref No: XXXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

Annexure-F

To,

General Manager (Corporate Materials),
M/s. BEML Limited
BEML SOUDHA
S.R.Nagar,
Bengaluru - 560027

Dear Sir,

Sub: Manufacturer Declaration

I/We M/s._____ do hereby-certify and declare that we are
Original Manufacturer of the Mild Steel Plates given in **Table-A** of the tender document.

Sign and Seal of Bidder Date

(To be submitted in Bidder's Letter Head)

Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926

Tender Ref No: XXXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

Annexure-G

To,

General Manager (Corporate Materials),
M/s. BEML Limited
BEML SOUDHA
S.R.Nagar,
Bengaluru - 560027

Dear Sir,

Sub: Manufacturer Declaration

I/We M/s._____ do hereby-certify and declare that we have
quoted for all line items as per **Table-A**.

Sign and Seal of Bidder Date

(To be submitted in Bidder's Letter Head)

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Annexure-H

Compliance certificate

Bidders having beneficial ownership in countries which share land border with India

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
2. “Bidder” (including the term ‘tenderer’, consultant ‘or service provider ‘in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a process.
3. “Bidder” from a country which shares a land border with India for the purpose of this order means: -
 - An entity incorporated, established or registered in such country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (iii) above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a) “Controlling ownership interest “means ownership of or entitlement to more

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than twenty-five per cent of shares or capital or profits of the company

- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

I/we have read the clause regarding above terms and conditions regarding restrictions on procurement whether goods, services (including consultancy service and non-consultancy services) or works (including turn key projects)

I / We M/s (Name of the bidder) are not from a country which shares land border with India and as per the above terms and conditions are eligible to participate in this tender.

Or

I / We M/s (Name of the bidder) are from a country which shares land border with India and as per the above terms and conditions, we are registered with Competent authority with Registration no are eligible to participate in this tender.

[Format for seeking registration for bidders having beneficial ownership in countries which share land border with India and further details refer Notification no P-45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020 Department of promotion of industry and internal trade, Ministry of Commerce and Industry, Govt. of India.]

(Signature of authorized signatory of the Bidder) Name:

Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926
Designation:

Place

Seal:

Date:

Tender Ref No: XXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

Annexure-J



NON – DISCLOSURE AGREEMENT

BETWEEN

**BEML LIMITED
BENGALURU**

AND

M/s.....

Tender Ref No.: BEML-2026-27-RM-001, Date:02-09-2926

Tender Ref No: XXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

NON – DISCLOSURE AGREEMENT

This Non – Disclosure Agreement (hereinafter referred to as "**NDA**") is made and entered into between;

M/s BEML LIMITED, a Central Public Sector Undertaking, coming under the administrative control of Ministry of Defence, and a Company incorporated under the Companies Act, 1956, having its Corporate Office at ‘BEML SOUDHA’, 23/1, 4th Main, SR Nagar, Bengaluru – 560027, India (hereinafter referred to as “**BEML**” which expression, unless repugnant to the context, shall mean and include its successors and permitted assigns) of the One Part,

And

M/s..... (Hereinafter referred to as "Consultant" which expression, unless repugnant to the context, shall mean and include its successors and permitted assigns) Other Part.

Hereinafter, BEML and the Consultant are collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS, BEML is a multi-technology heavy engineering industry engaged in the business of design, development, manufacture and marketing of a variety of equipment and spare parts and aggregates required for Mining & Construction, Rail and Metro Defence and Aerospace, etc.

Whereas the Firm is engaged in

Whereas BEML intends to procure trackshoe profiles from the firm where the drawings will be shared to the firm. (hereinafter referred to as “**the Purpose**”). If the firm emerged as the successful bidder and agreed to provide his products in accordance with terms and conditions specifically stipulated in -the Tender

Whereas as per the Tender documents the Successful bidder has to execute a Non- Disclosure Agreement on Non-judicial stamp paper before placement of Purchase order as the Parties may disclose certain Information to each other, and the Parties recognise that careful protection and non-disclosure by the Party receiving the Confidential Information (hereinafter referred to as the “**Receiving Party**”) from the Party disclosing such Confidential Information (hereinafter referred to as the “**Disclosing Party**”) is of vital importance while executing the purpose.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree to disclose and receive certain Confidential Information only under the following terms and conditions:

1. SCOPE OF THE NDA:

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1.1. The Parties recognise that there is a need to disclose to one another certain Confidential Information for the purpose. Confidential information is to be used only for the Purpose.

1.2. The following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to the Receiving Party. Nothing contained in this NDA shall be construed as granting rights by the Disclosing Party to the Receiving Party, by license or otherwise, to any of the Confidential Information under any patent, know-how or other rights till now or hereinafter held by the Disclosing Party except as specified in this NDA. The Disclosing Party will provide Confidential Information without warranties of any nature whatsoever.

1.3. The firm should not participate in any tenders published by BEMLs customer in terms of spares or any kind of supply of the products to BEML customers.

2. CONFIDENTIAL INFORMATION:

The term "Confidential Information" shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the "Purpose" as well as ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA

3. EXCEPTIONS:

This NDA imposes no obligation upon the Receiving Party with respect to information that:

- a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
- b) is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- c) is disclosed with the prior written consent of the Disclosing Party; or
- d) is required to be disclosed in pursuant to law, order of the court or Government authority, and then only to the extent ordered by the court or governmental authority, provided that the Receiving Party shall give a notice as early as possible to enable the Disclosing Party to get a protective order.

4. NON-DISCLOSURE:

All Confidential Information is and shall remain the property of the Disclosing Party. The Receiving Party agrees to hold the Confidential Information disclosed to it by the disclosing party in strict confidence and will not disclose the Confidential Information to any third party without the prior written consent of the Disclosing party.

5. RECEIVING PARTY'S OBLIGATIONS:

The Receiving Party undertakes:

- i. to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information,

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but no less than reasonable care;

- ii. not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
- iii. to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- iv. not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorized use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;
- v. Not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- vi. Not to disclose Confidential Information to any third party without the prior consent of the Disclosing party.
- vii. to disclose the confidential information to its employees, on a 'need to know' basis for the purpose of this NDA.

6. REMEDIES:

The Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this NDA or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, or any of the terms and provisions hereof. The Receiving Party agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) incurred and sustained by the Disclosing Party as a result of any breach of this NDA.

7. TERM:

The term of this NDA shall be till the completion of purchase order and that the obligations of the Receiving Party to protect the Confidential Information under this NDA shall survive for a period of two (2) years from the date of its early termination or expiry.

8. TERMINATION:

This NDA shall, unless otherwise extended by mutual agreement of the Parties, terminate upon happening of any of the following events:

- (a) Termination by mutual consent.
- (b) Termination by either party due to breach of any of the covenants hereof by the other.
- (c) by giving written notice in the event of the liquidation, bankruptcy, reorganization,

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dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this Agreement;

Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and/or obligation of either Party to any other third party.

9. RETURN OF CONFIDENTIAL INFORMATION:

Upon the expiry or termination of this NDA or at the earlier request of the Disclosing Party, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copies of such Confidential Information or, if so desired by the Disclosing Party, confirm in writing that all such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

10. DISPUTE SETTLEMENT& JURISDICTION:

Disputes if any, arising between the Parties, in connection with this NDA or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under from time-to-time. The place of Arbitration shall be at Bengaluru and the Arbitration proceedings shall be conducted in English language.

Courts at Bengaluru alone will have jurisdiction to entertain, try and adjudicate any matter connected with this Agreement, including Arbitration.

11. NON-SOLICITATION:

No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two

(2) years. This clause shall survive for a period of two years even from the date of termination.

12. AMENDMENT:

Any amendment or modification of this NDA shall be valid only if the same is in writing and signed by or on behalf of each of the Parties.

13. MISCELLANEOUS:

13.1 Severability and Waiver. If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a

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valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.

13.2 Notices. All notices under this NDA must be in writing and must be either: faxed; mailed by registered or certified mail, postage prepaid and return receipt requested; or delivered by hand to the party to whom such notice is required or permitted to be given at the address set out in the title of this NDA.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA on(Day) (Month) (Year)at(Place) in the presence of the following witnesses.

For M/s. BEML LIMITED

Firm M/s.

Name:

Name:

Signature:

Signature:

WITNESSES:

WITNESSES:

1.

1.

2.

2.

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Tender Ref No: XXXXXXXXXXXXXXX, Dated: XX-XX-XXXX

Annexure-K

NON-COMPETITION AGREEMENT

THIS NON COMETITION AGREEMENT is made and executed on this the.....day of Bengaluru BETWEEN M/s. BEML Ltd., a Government of India undertaking, having its Registered office no.23/1,” BEML SOUDHA”, 4th Main Road, Sampangiram Nagar, Bengaluru-560027 (hereinafter called “BEML”) and manufacturing units at Kolar Gold Fields, Mysore and Bangalore, which expression shall unless repugnant to the subject or context thereof mean and include representatives, administrators, successors and assigns of the FIRST PART.

AND

M/s..... Company, with its Registered Office at and manufacturing unit at represented by their Shri lawful Attorney, residing at (Hereinafter called “VENDOR”) which expression shall unless repugnant to the subject thereof mean and include its representatives, administrators, successors and assigns etc of the SECOND PART.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

Whereas, BEML will place Purchase Order No. on the VENDOR for supply of which products are exclusively manufactured to the designs and specifications of BEML.

In Pursuance of the placement of the above Purchase Order on M/s or M/s..... or any other Authorised Dealer / Distributor of or any person authorised by the VENDOR hereby agree and undertake not to quote or supply to any other parties in India and as such the VENDOR is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, The VENDOR or any other Authorised Dealer / Distributor / Agent of or any person authorised by the VENDOR were to quote and supply.....to any other parties in India and / or abroad, BEML would, after giving a reasonable opportunity to explain such quote and supply by entitled to levy a penalty to the extent of loss occasioned to BEML.

This Non-Competition Agreement will be valid for a period of five years from the date of placement of Purchase Order by BEML on the VENDOR and for all Government/Quasi government Companies India and non-government companies in India and abroad.

Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any

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other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a 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 framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

IN WITNESS THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS
ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN

M/s. BEML LIMITED

Firm M/s.

Name:

Name:

Signature:

Signature:

WITNESS:

WITNESS:

1)

1)

2)

2)