

BEML LIMITED

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

"BEML LIMITED ' New Thippasandra Post, Bangalore 560075

Phone : 080 25022642,22963206 .Mail:rm3@beml.co.in; asmdplng@beml.co.in

TENDER No: 6300035104

Date: 03/12/2020

TENDER DOCUMENTS

REQUEST FOR QUOTATION FOR SUPPLY, DEMONSTRATION & PROVIDE NECESSARY TRAINING OF ULTRASONIC THICKNESS GAUGE - AT BEML LTD BANGALORE -AEROSPACE DIVISION

**Public Tender – 2 Bid System (Technical Bid & Commercial Bids thro SRM)
Last date for submission of the bid is 23/12/2020 before 14:00 hrs**

INSTRUCTIONS TO BIDDERS

- | | |
|---|---|
| (a) Tender reference | - 6300035104 |
| (b) Last date and time for submission of bids | - 23.12.2020 / 14:00 hrs. |
| (c) Time and date for opening of tenders | - 23.12.2020 / 14:30 hrs. |
| (d) Place of opening of tenders | - BEML LTD., Bangalore Complex |
| (e) Quotation shall remain valid till | - 120 Days from the date of opening of Techno –
Commercial Bid. |
| (f) Delivery | - FOR – BEML LIMITED Bangalore Complex. |
| (g) Address for Communication | - Manager- Materials Department
BEML LTD., Bangalore Complex,
New Thippasandra Post,
Bangalore -560 075
Mail:rm3@beml.co.in |

**BEML Limited,
Bangalore Complex,
New Thippasandra Post,
Bangalore – 560 075**

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1. Introduction

BEML LTD is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways, Aerospace and defence truck & equipment.

BEML LTD has manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore.

2. Bid Submission Process

You are required to submit bid in two parts. **Public Tender – 2 Bid System Viz Technical bid and Commercial bid** . BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website.

1) Technical Bid

2) Commercial Bid

BEML LIMITED invites tender from Manufacturers as per following details:

Description	Request for quotation for supply, demonstration & provide necessary training of Ultrasonic Thickness Gauge - at BEML LTD Bangalore -Aerospace Division
Specification	As per Annexure 'D' –Technical Sheet
Quantity	01 No
Delivery Terms	To be supplied, demonstrated & provide necessary training of Ultrasonic Thickness Gauge at BEML Limited, Bangalore Complex -560075.
Delivery Lead Time	Within 60 days from the date of receipt Purchase Order
Validity of Price	The quoted price should be firm for a period of 120 days from the date of opening of tender.
Only Indian Vendors are allowed to participate in this tender.	

INSTRUCTIONS FOR SUBMISSION OF THE TENDER:

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

1. The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.

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2. Tender documents are available in our website: <http://www.bemlindia.in> . The bidder/Contractor can download the tender document from <http://www.bemlindia.in> website. To download the tenderdocuments, please visit

www.bemlindia.in → suppliers → Tenders → Other Tenders link
<http://www.bemlindia.in/viewtender.aspx> → Bangalore Complex → Tender ref.no.
6300035104

3. Technical and Commercial Bids should be submitted through online in **BEML SRM e-Procurement portal only**.

4. Bidders should have a valid **Class III Digital Signature Certificate with encryption** issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.

Please note that, as per the directives from Ministry of Defence, **Class 3 Digital Signature is mandatory** for submission of bids in our E-Procurement SRM Portal system. BEML SRM Portal System **will not accept Class 1 or Class 2 Digital Signatures**. Please note that activation of the new Digital Signature certificate Token happens after 12.00 midnight from the Start date of the validity, i.e. the next date after the Start date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

Interested bidders who does not have valid User name and password for participating in the tender can contact BEML Limited SRM Team through e-mail: admin.srm@beml.co.in to obtain Username and password for submitting the bids.

In case of any queries related to Digital Signature Certificate or submission of bid in BEML E-Procurement system/SRM portal, please contact BEML SRM Team on the number 080-22963269, 080-22963141 or contact through E-mail to admin.srm@beml.co.in

5. Technical Bid & Commercial Bid submitted through Manual mode/E-mail/Fax will not be considered and is liable for rejection.

6. **The tenderer shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per the instructions by the user department from time to time.**

7. Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.

8. If bidders require any clarification regarding Scope of work, Terms & conditions of the tender, kindly send a mail to rm3@beml.co.in on or before **10.12.2020**. The same will be clarified to the bidder. If required, Corrigendum will be published in BEML website & SRM Portal. Bidders are requested to visit our website frequently for any Corrigendum/any updation with respect to the tender.

If mail is received from the bidders after **10.12.2020** with respect to clarification regarding the scope of work, terms & conditions of the tender, those e-mails will not be considered / entertained.

The last date for submission of the bid is on **or before 23/12/2020 @ 14.00hrs.**

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This Tender consisting of two parts:

Part A – Technical Bid i.e. Submission of Technical Bid (Through e-mode on BEML SRM system)

Part B – Commercial Bid ((Through e-mode on BEML SRM system)

PART A – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

- 1) General Data in respect of your company as per Annexure 'A'
- 2) Undertaking as per Annexure 'B'
- 3) Undertaking as per Annexure 'C'
- 4) Technical Specification as per Annexure 'D'
- 5) Special Conditions arising out of implementation of GST as per Annexure 'E'
- 6) Technical Compliance Sheet to be uploaded Annexure 'F'
- 7) Guidelines for domestic agents of Foreign Suppliers as per Appendix 'G1'
- 8) Performance Bank Guarantee as per Annexure "H"

Note:

1. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
2. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
3. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part A) will not be considered and their offer will be rejected.
4. **Only Indian Vendors are allowed to participate in this tender.**

PART B – Submission of Price Bid

1. The technical bids received within the closing date & time will be scrutinized as per terms and conditions of the Tender Enquiry.
2. **Firm has to Quote Single Price only along with relevant taxes & payment terms in SRM . Multiple prices quoted in commercial bids text column will not be considered.The Price quoted in SRM will be considered as final .**

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3. Terms and Conditions

- The quotation should be complete in all respects and free from ambiguity.
- Price should be quoted in Indian Rupees only.
- FAX / EMAIL quotations not accepted
- Indicate all applicable taxes and duties separately
- Warranty Period as per our Tender Document
- **Payment terms: 80% payment** of supply cost along with 100% of taxes will be paid through RTGS on 45th day for MSME registered firms (manufacturers only) or on 60th day for others from the date of receipt of item & installation at BEML Complex .
- **Balance 20% payment** will be paid through RTGS based on user dept certification thro IOM after successful installation & demonstration and proving out of the equipment at BEML.
- **Income Tax Applicable:** Any service charges payable towards installation & Commissioning, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules. The TDS certificate will be issued by BEML.
- If the bidder/contractor has not uploaded the document which is specified / sought in the Annexure- (Technical bid), their offer is liable for rejection.
- The price details / commercial bid details should not be given in the Technical bid. If any of the bidder / contractor have given any price / commercial details in the Technical bid, their offer is liable for rejection and will not be considered.
- Technical Bid submitted through manual mode / e-mail / fax will not be considered and is liable for rejection.
- Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
- **Delivery Lead Time:** Item is required urgently. To be delivered within 60 days from the date of Purchase Order
- **Delivery Terms:** FOR DESTINATION – BEML, BANGALORE COMPLEX ,BANGALORE-560075
- It should be the entire responsibility of the firm to supply, install and commission, prove out the machine features and hand over to the entire satisfaction within the stipulated time from the receipt of the machine at BEML.
- All the workmen being employed for erection and commissioning should be covered under ESI and necessary safety precautions should be taken by wearing personal protective equipment's during commissioning
- **Validity of quotation: 120** days from the date of opening of the tender.

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- **Insurance:** Freight, forwarding charges to your account.

You are requested to indicate the warranty period for the items supplied.

BEML reserves the right to increase the quantity at the same price, terms and conditions during the pendency of the contract.

Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder

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

Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at the applicable rates shall be charged extra on the LD so recovered.

Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash PBG.

Successful bidder is required to submit Performance Bank Guarantee for 10% of PO value from the Indian Public Sector Banks. Interest will not be paid on the PBG and same will be returned only after the completion of Warranty Period. The validity of Performance Bank Guarantee to be 12 months from the date of Purchase Order with additional 3 months claim period.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

PERFORMANCE BANK GUARANTEE:

- a) The supplier shall establish **single performance bank guarantee** in the prescribed format issued by BEML (**APPENDIX H**) herewith through any scheduled commercial Bank authorized by RBI to the amount equal to ten percent (10%) of the purchase order price to guarantee performance of the equipment/ material against purchase order in favor of the BEML, to be executed and submitted, which should be **valid for the entire warranty period of 12 months with additional 3 months claim period.**
- b) The performance bank guarantee has to be furnished by the supplier as per prescribed format covering the entire supplies to be made against this order within 60 days from the date of receipt of purchase order from BEML but not later than 30 days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order.
- c) In the absence of performance bank guarantee to be submitted by the supplier as per contract terms, BEML will not open Letter of Credit in favor of supplier pertaining to the shipment / stores to be supplied as per first delivery schedule indicated in the purchase order. Any delay in submission of performance bank guarantee by the supplier, the subsequent delay in opening in

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Letter of Credit by BEML and supplies to be effected by the supplier are to the account of the supplier, which attracts liquidated damage charges as per contract terms.

- d) The performance bank guarantee will be released automatically after the expiration of warranty period, if there are no defects claims. If successful final acceptance cannot be completed within the validity of the performance bank guarantee bond, the supplier shall be responsible for extending the validity of the bond as advised by BEML.
- e) Bank Guarantee to be executed through any scheduled commercial bank authorized by RBI without which the bank guarantee will be treated as invalid.
- f) In case of any performance bank guarantee executed by Domestic supplier, the same must be executed only through scheduled commercial bank authorized by RBI excluding Regional Rural Banks / Co-operative Banks.
- g) In respect of Performance Bank Guarantee, the amount of Guarantee shall be enhanced to include the amount of interest, if any, recoverable from supplier payable to Bank.
- h) No claim shall lie against BEML in respect of interest on Cash Deposits or Govt. Securities or depreciation thereof
- i) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance either in full or in part of the Purchase Order. The decision of BEML in this regard shall be final and binding on all concerned.

Offers not confirming to the above terms are liable to be ignored.

- BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- The due date for submission of tenders may be extended by BEML, in its sole discretion, which shall be announced as corrigendum to original NIT only at our website. Validity of bids shall be deemed to be extended accordingly.
- BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

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- BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be rejected and their EMD would be forfeited.
- BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- Public Procurement – Preference to Make in India Policy: The procurement and placement of order is subject to Public Procurement (Preference to Make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No. P-45021/2/2017-B-E-II dt 15th June 2017. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

Technical Specifications Mandatory Requirements

- Supply of Instrument as per the Specification in the Table below
 - Demonstration of instrument at BEML, Bangalore
 - Rendering necessary training to BEML technicians for usage of instrument.
 - Instrument shall be supplied as a Kit (UTG, Transducer with cable, Test Block, User Manual, Battery Pack, AC Power Cable, Couplant)
 - Make and model of Instrument offered shall be clearly indicated in the offer.
 - Instruments shall be supplied in a case that have resistance against water ,coolant and dust.
 - Firm shall provide detail specification of the Instrument offered. Comments like "YES", "COMPLIED", "AGREED" is not acceptable and will be categorically rejected.
 - Applicable product catalogue/ technical leaflet of products shall accompany the offer for evaluation purpose.
 - Firms shall submit an “Authorization Letter” for representing their principles without which the offer will be summarily disqualified.
 - Guarantee / Warranty: 1 year warranty is applicable from the date of supply / installation and product support should be provided in this period.
 - Delivery: 08 Weeks - desirable.
 - Final Acceptance: After successful demonstration at BEML Site.
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4. General Terms and Conditions

(i) ARBITRATION :

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

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

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

(ii) FORCE MAJEURE CLAUSE:

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

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

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

(iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

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

(iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:**

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

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(vi) **JURISDICTION:**

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

(vii) **DRAWINGS AND DOCUMENTS:**

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

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

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

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

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

(ix) **DURING ARBITRATION**

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

(x) **PROGRESS REPORT:**

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

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(xi) **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.

(xii) **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.

(xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

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

(xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

Commitment by Purchaser:

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

Commitment by the Contractor:

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

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

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"BEML LIMITED ' New Thippasandra Post, Bangalore 560075

Phone : 080 25022642,22963206 .Mail:rm3@beml.co.in; asmdplng@beml.co.in

entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Kindly Note:

- a) If taxes are not mentioned separately in the item data/bidders remarks, it will be considered as the price quoted is inclusive of GST.
- b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms is not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry
- d) If minimum delivery schedule is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- e) Commercial bids with srm quoted rates only considered as final price.Quoting multiple rates for different models will not be considered.

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TENDER No: 6300035104

Date: 03/12/2020

05.Annexure –‘A’

General Data in respect of your Company (i.e company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank account number :- Bank Name :- Address :- IFSC code:
4	PAN Number	
5	GST Number	
6	Description of Business & Business background	

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Date: 03/12/2020

Annexure –‘B’

06.UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Date: 03/12/2020

Annexure –‘C’

07.UNDER TAKING

To:

Manager (Materials),

M/s. BEML LTD

Bangalore-560075.

Dear Sir,

Having examined the Bid # 6300035104 dated 03/12/2020 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Tender No. **6300035104**

Date 03/12/2020

Annexure –‘D’

08. TECHNICAL SPECIFICATION FOR ULTRASONIC THICKNESS GAUGE-01 NO

Scope involves following:

- Supply of Instrument as per the Specification in the Table below
- Demonstration of instrument at BEML, Bangalore
- Rendering necessary training to BEML technicians for usage of instrument.

Mandatory Requirements:

- Instrument shall be supplied as a Kit (UTG, Transducer with cable, Test Block, User Manual, Battery Pack, AC Power Cable, Couplant)
- Make and model of Instrument offered shall be clearly indicated in the offer.
- Instruments shall be supplied in a case that have resistance against water ,coolant and dust.
- Firm shall provide detail specification of the Instrument offered. Comments like "YES", "COMPLIED", "AGREED" is not acceptable and will be categorically rejected.
- Applicable product catalogue/ technical leaflet of products shall accompany the offer for evaluation purpose.
- Firms shall submit an “Authorization Letter” for representing their principles without which the offer will be summarily disqualified.
- Guarantee / Warranty: 1 year warranty is applicable from the date of supply / installation and product support should be provided in this period.
- Delivery: 08 Weeks - desirable.
- Final Acceptance: After successful demonstration at BEML Site

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Tender No. **6300035104**

Date.03/12/2020

Sl. No.	Description	Specification	Make & Model from VENDOR	Remarks
1	ULTRASONIC THICKNESS GAUGE-01 No	1. Hand Held UT thickness gauge with calibrated Standard Block. 2. Measuring Range : 0.2 - 200mm 3. Material / Type to be checked: Cast, Forged components made of aluminium, steel, copper, bronze. 4. Display : 4 Digit LCD with 1.6 Inch x 2.0 Inch Min 5. Sound Velocity Range : Shall cover complete range to measure aluminium, steel, copper, bronze. 6. Accuracy : $\pm 1\%$ on measured value 7. Resolution : 0.01mm or better 8. Temperature: Operating: 0°C to +50°C 9. Power Supply : Rechargeable Alkaline Batteries 10. Battery life/operating time : Approx. 100 hours 11. Compatible Probes: All necessary probes to measure 0.2 to 200 mm thickness both on flat and curved surface for aluminium, steel, copper, bronze. 12. Ingress Protection against water ,coolant and dust. (IP 54 or IP 67) 13. Impact resistant. 14. Instrument should be supplied with Manufacturer's Calibration Certificate		

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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TENDER No: 6300035104

Date: 03/12/2020

Annexure-‘E’

9. Special Conditions arising out of implementation of GST

(Which is to be signed and submitted along with the offer)

Tax Indemnity clause

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

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as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.

6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
 7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
 8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
 9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
 10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
 11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
 12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
 13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
 14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
 15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
 16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
-



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17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

Company seal with signature

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TENDER No: 6300035104

Date: 03/12/2020

Annexure-'F'

10.BIDDER HAS TO UPLOAD THE FOLLOWING TECHNICAL COMPLIANCE SHEET AS PART OF THE TECHNICAL BID MANDATORY

Sl.No.	Particulars	Details to be uploaded by service Provider	Complied YES or NO
1	Brief Details about the firm (Company profile)	Please upload filled-in format as per Annexure-A in collaboration folder	
2	An undertaking as to be submitted stating that the bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions or PSUs in India	As per Annexure-B certified by the authorized signatory of the bid to be uploaded in the collaboration	
3	An undertaking has to be submitted by the bidders stating that they have read, understood and agree to all Tender terms & conditions	As per Annexure-C certified by the authorized signatory of the bid to be uploaded in the collaboration	
4	Technical Specification for Ultrasonic Thickness Gauge	As per Annexure-D to be signed and uploaded in the collaboration folder	
5	Special Conditions arising out of implementation of GST Tax Indemnity clause	As per Annexure-E to be signed and uploaded in the collaboration folder	
6	Are you registered as a. Public Limited Company? b. Private Limited Company? c. Partnership Company? d. Proprietorship Company? (Please enclose the Incorporation certificate (or) Registration certificate / partnership deed certificate/ Proprietorship company documents.	(Please write whether your firm/company is registered as public limited/private limited company/partnership company/ Proprietorship company)	

The Commercial bid of only the Qualified Bidders based on above Criteria shall be opened for the commercial evaluation.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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APPENDIX-G1

11. GUIDELINES FOR DOMESTIC AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on www.bemlindia.in.
- 1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.3 Wherever the Domestic representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Domestic agents, and the Domestic representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 1.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**
 - 1.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 1.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 1.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 1.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Domestic Rupees only.
 - 1.2 Tenderers of Domestic Nationality shall furnish the following details in their offers:
 - 1.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 1.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 1.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Domestic Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

BELM LIMITED

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- 1.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Domestic Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 1.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BELM LTD. Besides this there would be a penalty of banning business dealings with BELM LTD or damage or payment of a named sum.

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APPENDIX H

12. PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The General Manager (Materials- Management)
BEML
Bangalore Complex
PB No 7501
New Thippasandra
Bangalore 560075

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of.....(Amount in figures and words).
4. Now, We the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for

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the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 46 & Warranty period as stated in Clause 47 of Annexure V - Notice Inviting Tenders..
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rs.....)
 - (b) This Bank Guarantee shall be valid up to.....



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(c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the bank have signed and sealed this Guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of theBank.

Signature of Authorized Bank officials.

Name :.....

Designation

Stamp/Seal of the Bank.....

Signed, sealed and delivered for and on behalf of the Bank by the above namedin the presence of:

Witness 1.

Signature.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....