

Bid invitation

Information

Description: CLEAN ROOM FACILITY FOR TIG WELDING

Bid invitation number: 6300040411

Version: 1

Bid invitation rules

Bid invitation currency: INR

Timezone: UTC+53

Submission period: 23.03.2026 15:00:00

Tech Opening date: 23.03.2026 15:30:00

Created On: 09.03.2026 05:49:59

Bid invitation text:

Terms & Conditions: Quotation in E mode in Two bid system is invited through BEML SRM system.

Scope of work: Design, Fabrication, Supply & Prove out of CLEAN ROOM SYSTEM at BEML Limited, Aerospace Division, Mysuru Complex, Belavadi Post, Mysuru

Class-III digital signature is mandatory requirement for submission of bids in BEML SRM system. Manual quotations through Post/ Email will not be considered and will be summarily rejected.

Please refer tender documents and fill & attach all the technical documents along with Technical bid. All supporting documents/ attachments / annexures to be enclosed.

You are requested to quote the price on F.O.R BEML, Mysore.

Purchase order will be placed on lowest (L1) bidder considering total value for the Technically Qualified bidders only.

For any further clarification on technical details, please contact: Vishwanatha.k@bemltd.in and Contact No. 0821-2400508. For any clarification or assistance in online Bid submission in SRM, please contact our SRM team Email ID, anithak@bemltd.in and Tel: 080 22963269

Attachments:

TENDER DOCUMENT-FINAL

Digital Signature

Bid invitation details

Item	Product	Description	Vendor product	Delivery date/	Quantity
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Bid invitation

Information

Description:CLEAN ROOM FACILITY FOR TIG WELDING

Bid invitation number:6300040411

Version: 1

Item	Product Price Condition Price Condition	Description	Vendor product number number	Delivery date/ performance period performance period	Quantity
1	ASM0101260219	CLEAN ROOM FACILITY FOR TIG WELDING		31.12.2026 00:00:00	1 NO

Material Specification Text:

CLEAN ROOM FACILITY FOR TIG WELDING:SUPPLY AS PER TECHNICAL SPECIFICATIONS(ANNEXURE-A).

Basic Price	INR	_____
CGST - Central GST	%	_____
SGST - State GST	%	_____
IGST -Integrated GST	%	_____



BEML LIMITED

(A Government of India Undertaking)

BEML LIMITED., Aerospace Division, Mysuru Complex,
Belavadi Post, Mysuru – 570018, Ph : 0821-2400508

TENDER DOCUMENT

for

Design, Fabrication, Installation and Prove out of Class 8 **CLEAN ROOM SYSTEM AS PER ISO-14644** at BEML Limited, Aerospace Division, Mysuru Complex, Belavadi Post, Mysuru.

Tender Document No. 6300040411 dtd 10.03.2026

Pre-Bid Meeting : 16.03.2026 at 10:30 AM

Last Date of Submission of Bids : 23.03.2026 before 15:00 Hrs

online through BEML SRM System

Instructions to Vendors for submission of Quotation through BEML SRM Portal:

Quotation in two bid system is requested through BEML SRM Portal Strategic Sourcing - SAP NetWeaver Portal (bemlindia.in) for the supply of the items as per Tender. The below mentioned terms and conditions are to be referred and to be adhered.

1. Bidder should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit bid in our SRM e-Procurement system. Interested bidders can contact BEML through e-mail: anithak@bemltd.in to obtain the username & password for submitting the quotations In case of any queries, you may contact BEML SRM Team on e-mail: anithak@bemltd.in and phone no. 080-22963269 (Mrs.Anitha K, DGM-SRM)
2. All Corrigendum, Amendments, Clarifications etc if any to the NIT will be hosted on BEML website 'www.bemlindia.in' only. Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.
3. Prebid meeting will be scheduled on 16.03.2026 at 10.30 Hrs at BEML Limited, Aerospace Division, Belavadi Post, Mysore-570018. Interested firms to participate in meeting/any queries, please send request mail to vishwanatha.k@bemltd.in before 14.03.2026 at 15.00 Hrs with a copies of Aadhar cards to arrange Security Gate Pass to attend Pre-Bid meeting.
4. Fax/email quotations are not acceptable.
5. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.
6. All vendors are requested to quote for supply on F.O.R., BEML Mysore only.
7. Technically qualified bidders only will be considered for further commercial evaluation.

8. PARTICIPATION IN REVERSE AUCTION:

BEML reserves the right to conduct reverse auction, if required.

- l) If reverse auction is conducted then the start bid price for reverse auction shall be lesser than the quote in commercial bid.
- i) On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened.
- ii) L1 firm would be arrived considering the lowest quote received in commercial bid in two bid system and the reverse auction.

The commercial bid of firms not complying to participate in reverse auction will not be considered for technical evaluation.

9. The tender consists of two parts as indicated below:

Sl. No	Nature of Bid	Mode of Submission	Details to be attached
1.	Technical Bid	E-mode (BEML SRM Platform)	<p><u>TECHNICAL BID (Without Price Details)</u> All the technical bid documents shall be uploaded at RFX Information Tab → Notes and Attachments → C-Folder Attachments in the BEML SRM platform, wherein only technical Bid /technical information shall be uploaded.</p> <p><u>Following Annexures/ Technical documents to be filled and attached along with the Technical Bids :</u></p> <ol style="list-style-type: none"> 1. Annexure-A Compliance to Technical Specification to be filled and attached 2. Annexure-B Compliance to Important terms & Conditions to be filled and attached 3. Annexure-C Additional terms & Conditions of Procurement to be signed and attached 4. Annexure-D Integrity Pact to be filled, signed and attached (Original signed Integrity Pact document to be sent through Post/Courier to reach before due date & time) 5. Annexure-E Bid Security Declaration to be filled, signed and attached 6. Annexure-F Format for understanding the Project site to be filled, signed and attached 7. Annexure-G Tender conditions acceptance letter to be signed and attached 8. Annexure-H Company details to be filled, signed and attached 9. Form 3(A) Undertaking on Blacklisting of firm to be signed and attached 10. Annexure-J General terms of PO to be signed and attached 11. Annexure-K General Terms & Conditions of Tender to be signed and attached 12. Proof of Earnest Money Deposit (EMD) submission documents to be attached (Scanned copy of NEFT/ RTGS/ PBG /DD etc) 13. The firm must be OEM (Original Equipment Manufacturer) / Subsidiary of OEM / Authorized dealer / Authorized Distributor for the equipment quoted. Vendors shall submit valid OEM Authorisation letter with the technical Bid

			14. Please attach Bidders GST registration certificate 15. Please attach Udyam/ MSME certificate wherever applicable 16. Please attach ISO 9001-2015/ AS9100D CERTIFICATE 17. Firms to attach minimum One Supply Order copy and Project Completion Certificates from Customer for Supply & Installation of CLEAN ROOM FACILITY for past 10 years.
2	Price Bid	E-mode (BEML SRM Platform)	Only Price and applicable tax details to be entered in "Price Condition" Tab in BEML SRM system

10. Mandatory Documents Required to be sent/attached before due date & time

a. Integrity Pact:

All bidders intending to participate in this NIT should upload **"INTEGRITY PACT AGREEMENT"** as per **"APPENDIX- D"** as part of technical bid in BEML SRM platform duly signed, stamped and scanned copy on or before the closing date of this tender. The specimen of the Integrity Pact agreement which is part of NIT documents is enclosed at **Appendix D**. Original signed Integrity Pact document to be sent through Post/Courier to reach before due date & time.

b. Earnest Money Deposit (EMD) :

Proof of Earnest Money Deposit (EMD) submission documents to be attached (Scanned copy of NEFT/ RTGS/ PBG /DD etc) along with technical bid and Hard copy of the Earnest Money Deposit (EMD) submission documents or Exemption Certificate towards submission of EMD in the form of Udyam/ MSME Certificate to be sent through Post/Courier to reach before due date & time.

Technical offers of only those tendered that have entered into an **"Integrity Pact"** agreement with BEML and Proof of submission of EMD or EMD Exemption Certificate would be eligible for further evaluation of technical bid.

For any further clarification on technical details, please contact - 0821-2400508 and email ID: vishwanatha.k@bemlltd.in

Annexure-B

Important Terms and Conditions:

Sl No.	Terms	Details	Vendor Compliance
1	Delivery terms	F.O.R., BEML Mysore	
2	Payment terms	Terms of payment applicable is as follows : Payment terms are 45 th Day for MSEs and 60 th Day for other than MSEs as per the following payment schedule subject to acceptance of items : (i). 50% payment after receipt and installation of the system at BEML, Aerospace Division, Mysore (ii). 40% payment after prove out, training and acceptance of the system. (iii). 10% balance payment after prove out against submission of PBG valid till warranty period plus 3 months claim period.	
3	Delivery Schedule	Within 6 months from the date of PO on F.O.R. BEML, Mysore. The suppliers will be responsible for the material to reach destination intact and Transport charges & transit insurance charges shall be arranged by vendors only. Delivery indicated in the tender enquiry is to be adhered to.	
4	Freight, Insurance & Packing charges	Freight, Insurance & Packing upto F.O.R., BEML Mysore is vendor scope. To be included as part of the quotation.	
5	Quotation validity	120 days from tender closing date.	
6	Taxes applicable	Please indicate GST rate applicable.	
7	HSN Code	Please indicate 8-Digit HSN code applicable	
8	Liquidated damages	<u>To follow BEML standard terms for LD clause</u> 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	
9	Udyam/MSME Certificate	Please attach Udyam/ MSME certificate wherever applicable	
10	GST Certificate	Please attach GST registration certificate	
11	Quality Certification	Please attach ISO 9001-2015/ AS9100D CERTIFICATE	

12	Scope of supply	Design, fabrication, Installation & Prove out of Class 8 Clean Room as per ISO 14644 For detailed Technical Specifications please refer the Annexure-A . 1. CLEAN ROOM FACILITY FOR WELDING	
13	Warranty	Firm shall provide 24 Months of Comprehensive Warranty from the date of installation, commissioning, prove out and Acceptance of items at BEML, Mysore.	
14	Training	Firm shall Provide training on operating of the machine & maintenance of the system to BEML personals as mentioned in Technical Specifications.	
15	Manuals	Firm shall provide hard copies of manuals (Containing Standard Operating procedure, Preventive Maintenance etc) and Circuit diagrams, Qty- 02 Nos, at the time of Handing over of the system. Please refer Technical specifications.	
16	Lowest Bidder Finalization	Lowest Bidder (L1 bidder) will be finalized based on lowest total value of all items of the Technically Qualified Bidder only.	
17	Installation & Commissioning	Installation, Commissioning and Prove out Shell be carried out by the supplier at BEML Aerospace Division, Mysore	
18	Service	Firm shell indicates the name and address of the agency for after sales and service facilities available for the system in India.	
19	Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) to be provided by bidders for a value of Rs. 5,00,000 towards bid security. The EMD will remain valid for a period of forty five days beyond the final bid validity period. The bid security may be accepted in the form of Account Payee, Demand Draft, Banker's Cheque or Bank Guarantee from any of the Nationalised commercial banks or payment online in an acceptable form. No interest will be allowed on earnest money deposit. Please see Annexure-C for details of EMD applicability for MSE vendors.	
19	Performance Bank Guarantee (PBG)	The firm shall submit a Security Deposit/Performance Bank Guarantee as per BEML approved format at the time of acceptance of offer for 10% of the basic P.O value in the form of Combined Bank Guarantee for contract performance covering delivery obligation and warranty clause. Security Deposit/Performance Bank Guarantee to be submitted within 30 days from the date of Purchase Order and is valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier including	

		warranty obligations of 24 months warranty period from the date of acceptance to claim 10% balance payment. No interest will be allowed on Security Deposit/Performance Bank Guarantee. Security Deposit/Performance Bank Guarantee may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Nationalised Commercial bank or online payment	
20	Pre-Qualification documents: Vendors to comply for the following Pre-Qualification documents		
a.	Integrity pact should be submitted if overall bidding value is equal or more than 1 crore excluding taxes. Format of Integrity Pact is attached with the Tender enquiry. Original signed Integrity Pact document to be sent through Post/Courier to reach before due date & time		
b.	Earnest Money Deposit (EMD) to be deposited before due date & time and copy of the proof of EMD paid receipt to be attached along with the technical bid or sent through Email before due date & time of submission of bids. If the EMD is exempted, proof of exemption of EMD to be submitted.		
21	Technical Bid documents : Vendors to comply for the following Technical Bid documents		
a.	Technical compliance sheet	Vendors to submit technical compliance sheet as per the technical specifications enclosed at Annexure-A along with the bid.	
b.	Compliance sheet as per Important Terms & Conditions	Vendors to submit compliance sheet as per Important Terms & Conditions enclosed at Annexure-B with the tender enquiry	
e.	OEM Authorisation letter/ certificate	The firm must be OEM (Original Equipment Manufacturer) / Subsidiary of OEM / Authorized dealer / Authorized Distributor for the equipment quoted. Vendors shall submit valid OEM Authorisation letter with the technical Bid.	
f.	Company registration certificate etc	Vendors to submit their company registration certificate, GST registration certificate and MSME certificate if any	
g.	Past Experience of the participating Firms	Only those Firms (OEMs) who have past experience in Manufacturing, Supply, Installation and Prove out of at least minimum One CLEAN ROOM SYSTEM in the past Ten years (on the date of opening of tender) are only eligible to quote. Firms to attach minimum One Supply Order copy and Project Completion Certificates of CLEAN ROOM SYSTEM for proof of supply & Prove out.	

--- End of **Annexure-B** ----

ADDITIONAL TERMS & CONDITIONS FOR PROCUREMENT:

1. Technical Evaluation of tenders:

- (a). Bids are opened on the stipulated due date and time mentioned in the tender.
- (b). 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.
- (c). BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
- (d). BEML reserves its right to reject any incomplete bid submitted.
- (e). Only those bidders who are qualified as per Pre-Qualification criteria and technical acceptance by BEML shall be considered for Reverse action or further evaluation.

2. Inspection and Testing :

Pre-Despatch inspection if required and Inspection after installation and commissioning will be done by BEML personnel.

In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are notices 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.

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.

3. GST TERMS & CONDITIONS

- a.** The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
- b.** The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
- c.** In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
- d.** In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
- e.** In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
- f.** If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
- g.** Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
- h.** In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to

comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs is on the Recipient of Service” in the invoice raised on BEML.

- i. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
- j. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
- k. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
- l. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

- m. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
- n. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

4. Please ensure that no price details are mentioned in the technical bid.

5. **Price Bid:** Price bid to be submitted separately. Applicable GST details or any other commercial details may be entered. The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

6. Instructions for Submission of Earnest Money Deposit (EMD) :

EMD amount of **Rs. 5,00,000/-** (Rupees Five Lakhs only) can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque.

Earnest Money Deposit through Online Payment :

Online Payment of EMD amount can be made as mentioned below:

- (i) Through NEFT / RTGS in favour of BEML Limited. (BEML Bank A/c details and IFSC)

State Bank of India (SBI), Mysore Details: -

Corporate ID: 22343

SWIFT CODE: SBININBB112

Account Number: 10562407488

IFS Code: SBIN0003130

Sayyaji Rao Road, main branch SBI, Mysore

BEML Details:

PAN No: AAACB8433D 11.05.1964

GSTIN: 29AAACB8433D1ZU

TAN: BLRB02644F

IEC: 0788013441

Please ensure that online payment of EMD amount is made well ahead of the Tender closing Date & Time mentioned in the Tender.

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

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque drawn in favor of BEML Ltd, Mysore payable at Mysore.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Online payment shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. XXXX dated XXXX, Closing date XX/XX/2026 & Time 15:00 Hrs at the top of the envelope. The words "PRE-QUALIFICATION BID" 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.

Please attach the details duly filled-up for refund of EMD amount as per tender terms:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NAME	
BENIFICIERY NAME	

The above sealed envelope (Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Copy of Online payment) has to reach the address as mentioned below on or before the closing date & time of the tender.

Deputy General Manager (Aerospace Division)

BEML LIMITED.,

Belavadi Post

Mysore-570018

KARNATAKA, India

- c) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
- d) EXEMPTION OF EMD: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. Firms are to submit a legible photocopy duly attested, of Registration Certification of the products manufactured and registered with for availing EMD exemption.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD lesser than specified amount will not be accepted and the quotation is liable to be rejected.
- c) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be either adjusted towards Security Deposit/Performance Bank Guarantee or returned at after placement of Purchase order to successful bidder.
- d) EMD does not carry any interest on return.
- e) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.

- f) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date.
- g) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

7. Pre-Bid Meeting :

Prebid meeting will be scheduled on 16.03.2026 at 10.30 Hrs at BEML Limited, Aerospace Division, Belavadi Post, Mysore-570018. Interested firms to participate in meeting/any queries, please send request mail to Vishwanatha.k@bemlltd.in before 14.03.2026 at 15.00 Hrs with a copies of Aadhar cards to arrange Security Gate Pass to attend Pre-Bid meeting.

----- End of **Annexure-C** -----

(To be executed on plain paper and applicable for all tenders of value _ Rs. 1 Crore and above)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as “The Principal”

And

..... **hereinafter referred to as “The Bidder/Contractor”**

Preamble

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

.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish 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”
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgressions

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle

dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

(8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

Bid Ref :

Annexure-E

Bid Security Declaration

Tender Reference No.

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of M/s _____ {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder Letter Head)

To,

M/s. BEML Ltd,

Aerosapce Division,

Mysuru Complex,

Belavadi Post,

Mysuru - 570018

Subject: Undertaking of the Site Visit for “Design, Fabrication, Supply & Prove out of CLEAN ROOM SYSTEM at BEML Limited, Aerospace Division, Mysuru Complex, Belavadi Post, Mysuru.”

Tender Reference No. :

Sir,

I/we hereby certify that I/we have examined & inspected the site & it’s surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the Building and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project as per BOQ.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: **Name and seal of Bidder**

TENDER CONDITIONS ACCEPTANCE LETTER

(to be given on the Firm's Company letter head)

To,
M/s. BEML Ltd,
Aerosapce Division,
Mysuru Complex,
Belavadi Post,
Mysuru - 570018

Dear Sir,

Sub: Acceptance of terms and conditions of the tender

Tender Reference No.

I/We have downloaded / obtained the tender documents for the above mentioned "Tender/Work from the website(s) namely **"Design, Fabrication, Supply & Prove out of CLEAN ROOM SYSTEM at BEML Limited, Aerospace Division, Mysuru Complex, Belavadi Post, Mysuru."**

As per your advertisement given in the above-mentioned website(s).

2.I/ We hereby certify that I/We have read entire terms and conditions of the tender documents which form the part of Contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum issued from time to time by your department/organization to have also been taken into consideration while submitting this acceptance letter.

4. I/We hereby unconditionally accept that the tender conditions of the above-mentioned tender documents / corrigendum in its totality/entirety.

5. In case any provision of this tender is found violated, your department / organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Date: (Signature, name and designation of the Authorized signatory)

CONTACT DETAILS OF THE SUPPLIER

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

1) Contact Person details in Marketing Office

- (a) Name** :
- (b) Designation** :
- (c) Telephone** :
- (d) Fax** :
- (e) Mobile** :
- (f) Email** :

2) Head Office :

3) Complete address including the website:

4) Details of the proposed plant from where item is to be supplied:

5) Complete address of the Plant including Website:

6) Contact person details in plant

- (a) Name** :
- (b) Designation** :
- (c) Telephone** :
- (d) Fax** :
- (e) Mobile** :
- (f) Email** :

7) Bank Details :

a) Name of the Bank :

b) Full Address of the Bank :

c) Suppliers Account Number and Type :

b) IBAN No :

e) Swift Code :

UNDERTAKING ON BLACKLISTING OF FIRM

(to be given on the Firm's Company letter head)

To,

M/s. BEML Ltd,

Aerosapce Division,

Mysuru Complex,

Belavadi Post,

Mysuru - 570018

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

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

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

**GENERAL TERMS & CONDITIONS
APPLICABLE TO CONTRACTS &
PURCHASE ORDER**

8205350535 Dtd 13th July- 2017

1. DEFINITIONS & INTERPRETATIONS

1.1. 'The Purchaser' means "(include company name and address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at "(include address)" and shall be deemed to include its successors and assignee.

1.2. 'Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.

1.3. 'Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.

1.4. 'Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.

1.5. 'Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.

1.6. 'Purchase Orders / Contract' means and includes the invitation to tender, instruction to tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order / contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.

1.7. 'Stores / Materials / Services' means the goods or services specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.

1.8. 'Words in singular include the plural & vice-versa.

1.9. 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.

1.10 The heading of these conditions shall not affect the interpretations o construction thereof of the contract.

2. AUTHORITY OF PERSONS SIGNING DOCUMENT

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

3. ACCEPTANCE OF ORDER

The supplier shall send Order Acceptance within two weeks from the date of LOI/LOA/Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from 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 two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

4. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

4.1 10 % of PO value has to be deposited as interest free security deposit/Performance Guarantee at the time of acceptance of offer in respect of all service contracts and major capital goods like plant and machinery, etc as follows:

(i) Bank guarantee for faithful performance (FPBG), Combined Bank Guarantee for contract performance covering delivery obligation and warranty (CBG) clause for 10% of the total order value shall be applicable where the order value exceeds Rs.5.00 lakhs. Bank guarantee for faithful performance, combined bank guarantee covering both contract performance and warranty, Advance Payment guarantee etc., shall be indicated wherever applicable.

(ii) A period of 60 days time from the date of Purchase Order or the delivery schedule, whichever is earlier shall be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.

(iii) A bank guarantee for a nominal amount of Rs.5000/- must be obtained from each Sub-contractor valid for a year, on yearly basis

4.2 BEML reserves the right to accept a bank guarantee from any of the nationalized banks in lieu of cash deposit as security deposit as calculated above at its sole discretion. These bank guarantees shall be valid for the full supply period of the Purchase Order with a claim period of three months.

4.3 No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof

4.4 BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

5. VALIDITY PERIOD

The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.,

6. 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.

7. 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 clause 10 (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. For capital goods or bought out packages which are intended to be incorporated in installations or systems the Guarantee period shall not start until the time the installations or systems are

commissioned, provided always that the period ends no later than 30 months after the date of delivery of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 10 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or reexecuted parts of a delivery.

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 stage 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 P.O.No. date by 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.

8. 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. Samples so supplied shall be clearly labelled with Supplier's Name, Address and Purchase Order No. shall any certified sample be lent 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.

9. 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 one month 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.

10. RAW MATERIALS ARRANGEMENT

The Supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

11. 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 he 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.

12. DELIVERY

Except as otherwise indicated in the Purchase Order, delivery shall be FOR (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 P.O. 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 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.

13. PLANT & MACHINERY SUPPLY

In case of Purchase Order for supply of Plant & Machinery and supplies requiring inspection and test after erection and commissioning at site if the completed Plant if any portion thereof or after it is taken over is found to be defective or fails to fulfill the requirements of the P.O. BEML shall give the supplier, notice setting forth details of such defects or failures, and the supplier shall forth with make the defective plant good, or after the same to make it comply with the requirements of the P.O. shall he fail to do so within a reasonable time BEML may reject and replace at the cost of the supplier the whole or any portion of the Plant / Machinery, as the case may be which is defective or fails to fulfil the requirements.

14. 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 notices 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

15. QUALITY & CONDITION OF DELIVERY

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 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.

16. 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 suppliers 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.

17. 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.

18.

In case of GST RN No. and other details to be furnished for compliance

19. 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 of shall have sole jurisdiction over disputes between purchaser and the Supplier.

20. 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 an anon-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”.

21. 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 as o 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.

22. 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

23. 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.

24. 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.

25. 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.

26. NONDISCLOSURE 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.

27. 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.

28. FALL CLAUSE:

- i. The prices charged for the stores supplied under this P.O 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.
- ii. 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.
- iii. The supplier shall furnish to the consigned / paying Authority concerned for this PO the following certificate under 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."
- iv. Failure in submission of the aforesaid certificate by the supplier will result in with holding of the payment of their bills against supply, if any.

29. DURING ARBITRATION

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

30. 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.

31. 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.

32. 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.

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. 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.

33. 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.

34. SHORT SHIPMENT / WARRANTY / GUARANTEE REPLACEMENTS:

In case of any short shipments during initial supply, subsequently despatched by the Supplier or as any Guarantee / Warranty replacement shall be despatched on "DDP – Delivered Duty Paid BEML Stores" basis for imported items and "FOR – BEML Stores / designated destination" basis for indigenous items.

35. EXPORT ADMINISTRATION REGULATIONS

If a delivery includes such technology and or supply that are subject to the export regulations, the Supplier shall obtain due permissions, approvals, license etc.

36. NONWAIVER 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.

37. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to sub-contract 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.

38. 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. 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 fit.

----- **End of Annexure-J** -----

GENERAL TERMS AND CONDITIONS OF TENDER - Annexure-K

1. GLOSSARY, DEFINITIONS & INTERPRETATIONS

Unless otherwise stipulated herein, the following terms shall have the meanings hereby assigned to them:

- a) "Tender" means and includes Offer / Quotation
- b) "Acceptance of Tender" means the letter of memorandum communicating to the supplier, the acceptance of the Tender / offer / quote and includes an advance acceptance of tender.
- c) Equipment/Materials means goods as described in Procurement Technical Specification (P.T.S.) , which is part of tender
- d) P.T.S. means Procurement technical specification provided by the BEML.
- e) Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender.
- f) BEML / Company means "BEML", a company registered under the Companies Act, 2013 ("The BEML" / "The employer").
- g) "Supplier" means a Contractor and also means a person, firm or company with whom the order for supply is placed and shall be deemed to include the Supplier's Successors, representatives, heirs, executors and administrators as the case may be unless excluded by the terms of purchase order.
- h) Representative (s) means the person (s) authorized by Supplier to perform the relevant supervision, inspection at the site if required.
- i) "Stores" means the goods and services specified in the Purchase Order.
- j) Words in singular include the plural and vice versa.
- k) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any firm, company or association or body of individuals whether incorporated or not.
- l) The wording of these conditions shall not affect the interpretation or construction thereof.
- m) F.O.B. / F.D.D. is to be interpreted in accordance with the provisions of INCOTERMS 2010, unless otherwise specified in this Tender Document / Purchase order.
- n) Delivery means the date of arrival of the equipment / materials dispatched by Supplier in accordance with the terms & condition and Procurement technical specification (PTS) attached herewith.
- o) Bank means any Scheduled Commercial Bank authorized by RBI in India/Commercial Bank of supplier's country wherever applicable.
- p) **Purchase Order:**
"Purchase Order" means and includes the invitation to tender, instructions to Tenders, tender, Record Note /Minutes of discussions / negotiations acceptance of tender/ mutually accepted points through correspondences, contract between BEML& supplier to be executed in the most approved, substantial and drawings in the quantities set forth in the purchase order on the date or dates specified therein, general terms and conditions of Purchase Order, Special conditions of purchase order, particulars, descriptions, specifications and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the / for the supplier for supply of stores and includes an order for performance of service and a formal agreement, if executed. Unless otherwise specified, the equipment / material shall be entirely brand new and of the best quality with workmanship to the satisfaction of the BEML.
- q) **End-Customer / End-user means M/s. BEML Limited**

- r) **Offer:** An offer is the response from a source to a tender Enquiry. An offer is considered to be valid if it is not a late / regret / unsolicited offer. It refers to the submission of quotation by a firm in the form of price for supplying the item to the required specification and quantity or for a service to be rendered in response to an enquiry along with commercial terms.
- s) **Late Offer:** Any offer / quotation received after closing hours of due date for opening of tender will not to be considered for evaluation purposes.

2. SCOPE OF SUPPLY

As per Technical Specifications at Annexure-A

The offer / supply should strictly confirm to all the technical /physical parameters indicated in the Procurement Technical Specification (PTS) /Drawings, enclosed. The supplier shall supply and deliver the equipment/materials as under:

- a) **In case of Domestic Supplier: F.D.D.** (Free Door Delivery), BEML, Aerospace Division, Mysore Complex, Mysore
Strict compliance with the purchase order and the details of which are as per scope indicated in the purchase order.

3. REQUIREMENTS OF THE TENDERERS

The Bidders shall provide satisfactory evidence acceptable to the BEML to show that:-

- a) The Bidder is a licensed manufacturer, who regularly manufactures the items offered and has adequate technical knowledge with relevant practical experience.
- b) The Bidder has adequate financial stability and status to meet the obligations under the purchase order for which he is required to submit a report from a recognized bank or financial institution.
- c) The Bidder has adequate manufacturing capacity and capability to manufacture and supply the items offered within the agreed delivery schedule.
- d) The Bidder has established quality control systems and organization to ensure adequate control at all stages of the manufacturing process.
- e) In addition to the above, further information regarding his capacity, capability, if required by the BEML, shall be promptly furnished by the Bidder and would offer all facilities to representatives of the BEML for assessing capacity , capabilities by actual visit to his work place/office if required.

4. TENDER SUBMISSION CONDITIONS

- a) Bidders to ensure that offers are submitted against individual items in the tender invitation published through BEML SRM e-procurement platform within the Closing date & time indicated therein.
- b) Offers received after the closing time and through any other mode will not be entertained.
- c) **The quotation should be kept valid for minimum period of 120 days from the tender closing date.**
- d) The price quoted should be both in figures and words. ***In case of any variation, the price indicated in words shall be considered for the purpose of tender evaluation.***
- e) Prices should be on F.D.D. (Free Door Delivery)/ F.OR., BEML, Mysore (**In case of Domestic Supplier**) and prices are to be firm till completion of supplies against the purchase order. Under any

circumstances, no increase in price during the execution of the contract is admissible unless other-wise agreed specifically in the contract by the BEML.

- f) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.
- g) Canvassing in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers liable for rejection.
- h) Each page of the quotation/ offer must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom of the page.
- i) Delivery indicated in the tender enquiry is to be adhered to. Delay in delivery will result ***in levy of Liquidated Damage***

5. SUBMISSION OF OFFER IN TWO BID SYSTEM :

The Bidder in addition to the compliance for conditions stipulated in Tender Submission Condition (Clause 4) above has to submit the quotes/offers in two Bid Systems as given below.

(1) Technical Bid to be submitted through SRM e-procurement (without price):

Bidder should have all requisite technical details, in compliance to the PTS and General Terms & conditions including deliveries. Enclosures related to technical bid as called in the NIT and other information deemed appropriate in respect of this NIT must be enclosed. **Please note that technical bid should not have any prices / price details.**

(2) Commercial bid through SRM e-procurement platform.

Commercial Bid: Should contain only Price and applicable tax details and the same should be uploaded in BEML SRM e-procurement platform. **Commercial ranking will be arrived based on total price of all the tendered items including non-recurring charges, if any, pricing on statement of deviation.**

The NIT is also governed by the Public Procurement Policy – preference to ‘Make in India’ order 2017 issued by Ministry of Commerce and Industry, Government of India. It may be noted that this procurement is not divisible in nature.

6. PARTICIPATION IN REVERSE AUCTION:

- (i) BEML reserves the right to conduct reverse auction, if required.
- (ii) If reverse auction is conducted then the start bid price for reverse auction shall be lesser than the quote in commercial bid.
- (iii) On completion of reverse auction, the commercial bid of technically acceptable vendors would be opened.
- (iv) L1 firm would be arrived considering the lowest quote received in commercial bid in two bid system and the reverse auction.

The commercial bid of firms not complying to participate in reverse auction will not be considered for technical evaluation.

7. PAYMENT TERMS:

All Invoices shall be submitted in triplicate to the Stores Department along with the material as per terms of the P.O.

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 or making staggered supplies, deviation from the supply schedule, shall not be entertained.

a) APPLICABLE TO FOREIGN BIDDERS

- i. Payment against any order will be through an irrevocable Letter of credit in favor of supplier payable on 60th day from the date of shipment. Please refer Payment schedule as per Annexure-B.
- ii. BEML agrees to establish an irrevocable letter of credit in favor of supplier thirty (30) days prior to shipment for each delivery after the finalization of the Purchase order, covering the partial amount of purchase order Delivery Quantity. The L/C confirmation charge shall be borne by the supplier if a confirmation is needed / insisted by the supplier.
- iii. Supplier shall submit design documents as specified in PTS to the satisfaction of BEML. A declaration to the effect that design documents as specified have been submitted to BEML, shall accompany the invoices while claiming payment against first supply.
- iv. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.
- v. Any amendment to the established LC by BEML on insistence or fault on part of the supplier, then the LC amendment charges are to be borne by the supplier.

b) APPLICABLE TO THE DOMESTIC BIDDERS

- a. Please refer Payment schedule as per Annexure-B. Please indicate the category of your firm under MICRO/SMALL/MEDIUM/MAJOR INDUSTRIES for our data updating with necessary documentary proof of evidence. All payment shall be made by E-payment mode only.
- b. Supplier shall submit design documents as specified in PTS to the satisfaction of BEML. A declaration to the effect that design documents as specified have been submitted to BEML, shall accompany the invoices while claiming payment against supply.

The payment is further subject to the following:

- a) The Invoice shall be compliant with GST laws.
- b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.
- c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, which ever is earlier.
- d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.
- e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.

8. FIRM PRICE

The prices remain firm for the entire supplies of the purchase order and no escalation shall be entertained under any circumstances. The prices are to be firm & no increase in finalized price will be entertained after awarding contract during the period of Contract for any reasons whatsoever.

9. AUTHORITY OF PERSONS SIGNING DOCUMENT

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

10. SECRECY

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the

stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

11. INSURANCE

APPLICABLE TO DOMESTIC SUPPLIER

- i. In the case of indigenous offer, the suppliers will be responsible for the material to reach destination intact & the transit insurance shall be arranged by supplier on FDD, BEML, Mysore basis.

12. COUNTER TERMS AND CONDITION

- a) Conditional offers will not be acceptable.
- b) When the bidder offers counter terms and conditions of the business, BEML shall not be governed by such terms and condition unless written acceptance has been given by BEML. Any terms & conditions uploaded in subsequent correspondence / after placement of order will not be considered by the BEML.

13. OTHER CONDITIONS

- a. BEML do not bind itself to accept the submitted tender & reserve the right to itself of accepting or rejecting the whole or any part of the tender or the quantity offered in full in part without assigning any reason thereof. Supplier will have the obligation to supply the accepted quantity at the offered rate.
- b. The supplier shall be responsible to bear all taxes, levies, duties on imports arising in his country & payable directly or indirectly in respect of goods ordered on him & shall bear all cost of stamping, painting, marking, port fees, etc., as payable on the port of loading.
- c. No representation would be entertained on any error(s) if found in the RFQ. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).
- d. **Anti profiteering law:** It is mandatory to pass on the benefit arising due to reduction in rate of tax or from input tax credit to the BEML as an anti-profiteering measure.
- e. Special conditions arising out of GST to be complied. Bidder to sign and upload "Tax Indemnity Clause" given at Appendix N.

14. ACCEPTANCE & ACKNOWLEDGEMENT

Within 15 days of receipt of the Order, the Supplier shall forward an acknowledgement in acceptance of purchase order in whole including terms and conditions (As applicable) or otherwise of the same failing which it shall be deemed that the Purchase Order has been accepted in total.

15. QUALITY & WORKMANSHIP

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 BEML 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.

16. IDENTIFICATION OF ITEMS / PIECES

The supplier shall indicate BEML stock number, supplier code number and BEML PO No. and date in all delivery documents, invoices and correspondence.

17. SUPPLY OF SAMPLE, IF APPLICABLE

Not applicable for this tender enquiry.

18. DOCUMENT SUBMISSION CLAUSE

A. APPLICABLE TO DOMESTIC SUPPLIERS:

- a) In accordance of standard practice of M/s. BEML, the supplier shall make the equipment/material ready for immediate shipment according to the purchase order and dispatch the items on F.D.D. (Free Door Delivery), BEML, Aerospace Division, Mysore Complex, Mysore.
- b) As soon as each shipment is made in line with the delivery schedule specified in the purchase order, the supplier shall send **one set of Original documents and three (3) sets of photocopies** each of the following documents to the address indicated below by courier service.
 - i. Commercial Invoice
 - ii. Delivery Challan
 - iii. Packing List
 - iv. Material test certificates and other applicable quality documents pertaining to the supplies.
 - v. Copy of GST Invoice.

Postal Address

The Deputy General Manager, Aerospace Division,
BEML, Mysore Complex,
Belavadi Post,
Mysore, Karnataka, India,
Postal Code - 570018

19. FALL CLAUSE

- a) The prices charged for the stores supplied under this P.O 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 materials or sells such stores to any other buyer at a price lower than the price chargeable under this PO for the stores supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.

20. LIQUIDATED DAMAGES FOR LATE DELIVERY

The time and the date of delivery of the stores stipulated in the PO 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. Should the supplier fail to deliver the stores or any consignment thereon within the period prescribed for such delivery, BEML shall be entitled to levy LD as per LD schedule given at Annexure-B.

The penalty / LD will be charged on the value of the affected delivery schedule excluding statutory levies, freight and insurance wherever not included in the price.

Consequent to the implementation of GST, GST would be applicable on the liquidated damages and the same is covered within Schedule II Para 5 clause (e) - Chapter heading 9997 – ‘Other Services’ and the Liquidated Damages is taxable @18% GST (9% [CGST](#) and 9% [SGST](#)) at present.

21. RISK PURCHASE CLAUSE:

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. 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 in the opinion of BEML (which shall be final, readily procurable) without cancelling the PO in respect of consignment not yet due for delivery.

or

b. To cancel the purchase order.

In the event of action being taken under clause.(a) or (b) above, 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 or purchases made against default.

As soon as it is apparent that the scheduled dates cannot be 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.

22. INSPECTION & CONSEQUENCE OF REJECTION:

a) Maximum care shall be exercised by the supplier to avoid any rejections. Heavy or frequent rejections shall be a ground for termination of the purchase order and BEML shall be entitled for any remedy as provided in **clause-21** of these terms and conditions.

b) In case the stores get rejected either during the initial inspection stage or during further processing stage, the rejected materials shall be arranged to be collected by the supplier at his own cost within sixty days from the date of intimating such rejection failing which the rejected material shall be disposed off at the discretion of BEML at the risk and cost of supplier. The amount paid to the supplier towards the rejected material including freight, sales tax, excise duty, insurance and any other expenses incurred by BEML in this regard shall be paid by the supplier before collecting the rejected material or the same shall be recovered / recoverable from any of the outstanding / future bills of the supplier. Any amount accrued by disposal or rejected material shall be appropriated towards the cost and expenses incurred in this regard.

23. LAWS APPLICABLE

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

24. INDEMNITY

The supplier shall at all times indemnify BEML against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify the Company from and against any claims under the aforesaid Act and the Rules.

25. BRIBES AND GIFTS

Any bribe, commission, 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 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 shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-21** hereof. Any question or dispute as to the commission 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.

26. 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.

27. 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 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.

Supply under the purchase order, if reasonably possible, may continue by mutual agreement during the dispute / arbitration proceedings.

28. FORCE MAJEURE CLAUSE

a) Notwithstanding anything contained in the Contract, neither the Supplier nor the BEML 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 BEML 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 BEML has no control.

- b) 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 BEML for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.
- c) Notwithstanding above provisions, BEML 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.

29. RIGHT TO VARY QUANTITIES

Not applicable for this tender enquiry.

30. RAW MATERIALS ARRANGEMENT

The supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

31. LANGUAGE

All documents in connection with this purchase order shall be made in English only and shall be expressed by metric system (IS System).

32. TAX CLAUSE

- a) Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.
- b) Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.
- c) Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.
- d) Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier.

HSN CODE/CHAPTER ID details are to be indicated along the applicable GST rates for the respective items. SAC (Service Account code) shall be indicated for the services.

- e) TDS (Tax deducted at source) will be applicable for **domestic supplies** including service purchase orders and will be deducted as per law of land. Presently for NRC the applicable TDS is 10.3% and for supplies the applicable TDS is 2%.
- f) Tax indemnity clause to be signed and uploaded as per format attached

33. PACKING AND MARKING

- a) The Equipment/Materials shall be neatly packed and supplied. The Supplier shall apply proper anti-erosion and/or anti-rust compounds of coating, protective waterproof wrapping and/or packing, as the case may be. Supplier shall take reasonable precautions to assure that quantities, weights and identification, as stated on packing lists, are correct.
- b) Marking shall include the following information in sequence on the frame commensurate with the size of package.

To: M/s. BEML, Aerospace Division, Mysore Complex, Mysore - 570018

Purchase order number

Shipper's mark

Package number

Identification number

Caution marks, if applicable

Net weight, gross weight and cubic measurement

34. SPARES SUPPORT

- a) Supplier will be required to support the equipments /Materials for a period of ten years from the date of receipt of last supply in respect of supply of spares & accessories.

35. POST-WARRANTY SERVICE

Arrangements for after sales service and maintenance during warranty & post warranty period should be clearly indicated providing with name, address, phone, fax, contact person, infrastructure along with spare parts inventory held

36. CHANGES IN THE NAME OF FIRM

- a) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the BEML, which may be granted only up of the execution of a written undertaking by the new partner to perform the purchase order and accept all liabilities incurred by the firm under the purchase order prior to the date of such undertaking. In the event of the supplier's failure to be compiling with this requirement, it shall be lawful for the BEML to cancel the purchase order and purchase or authorize the purchase of the materials at the risk and cost of the supplier.
- b) On the death or retirement of any partner of the supplier before complete performance of the purchase order, the BEML may cancel the purchase order and in such case the supplier shall have no claim whatsoever to compensate against the BEML.
- c) If the purchase order is not determined as provided in sub point (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the purchase order for acts of the firm until a copy of the public notice given by him under the section 32 of the Domestic Partnership Act, has been sent by him to the BEML by registered post acknowledgement due.
- d) The decision of the BEML as to any matter or thing concerning or arising out of this sub-clause or on any question whether the supplier or any partner of the Supplier firm has committed a breach of any of the conditions in this sub clause shall be final and binding on the supplier.

37. MODIFICATION, ADDITION AND AMENDMENTS:

No modification, addition and/or amendment in the terms hereof shall bind on the BEML& supplier herewith unless these are expressed in writing and duly agreed upon by the BEML& supplier herewith.

38. ASSIGNMENT OF THIRD PARTY:

The supplier shall not be entitled without M/s. BEML consent to assign or transfer to a third party all or part of the benefits or obligations of this tender/purchase order. The BEML have right to accept / decline any such proposals from the supplier without expressing in writing.

39. INVOLVEMENT OF ANY AGENT AND MIDDLEMEN

- a) No involvement of agents or middlemen in India or abroad, except those accredited by ministry of defense, Government of India, in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant purchase order.
- b) Supplier shall confirm that he has not appointed any agent in India to promote the purchase order and that no commission etc is payable to any such agent in connection with this purchase order. Supplier shall also confirm that he has neither paid nor will pay any commission, fee or any such charges to any agent in connection with the award and execution of this purchase order. It should be subsequently proved that such a commission, fees or charges has been paid, contrary to the foregoing, buyer shall be entitled to terminate this purchase order forthwith. The buyer shall also be entitled to recover from the seller an amount equal to the commission, fee or any such charge proved, for have been paid.

40. INFRINGEMENT OF PATENTS

The Supplier shall defend and indemnify the BEML against any claims, costs or expenses incurred by reason of any infringement of alleged infringement of any letters, patent, registered design, trademarks or trade name by the use of sale of the equipment/material and against all costs or damages which the BEML may undergo in legal action for such infringement or for which the BEML may become liable in any such action.

41. SUPERVISION, TECHNICAL ASSISTANCE AND SERVICE SUPPORT

- a) When the Supplier is requested by the BEML through phone, fax, E-mail or in written letter, the Supplier shall, free of charge immediately as soon as possible send relevant supervisor to supervise, advise and cooperate with staff of BEML regarding installation, fitting, normal operation and other necessary technical matters of equipment / Materials (including Saturday and Sunday, if necessary). The firms representative shall bring with him the necessary working implements such as tool, test equipment etc. It is the responsibility of the supplier for training BEML personnel in Installation, commissioning & testing at free of cost.
- b) During the execution of the contract by the contractor, if the BEML(“BEML“) raises the call for deputation of the representative of the contractor (“**The supplier**”) reasoning the investigations pertaining to technical fault of the item supplied / installation problem(s) / rework / repair / short supplies / wrong supplies / materials supplied found to be defective or fails to fulfill the requirements of the PO, BEML shall give the supplier notice setting forth details of such defects or failure, and the supplier shall forth with make the defective as good, or after the same to make it comply with the requirements of the PO. Should he fail to do so within a reasonable time not later than 48 hours from the date & time of official intimation from BEML.

- c) BEML reserves right to take alternative action(s) and may reject and replace at the cost of the supplier whole or any portion of the plant at the risk & cost of supplier, as the case may be which is defective or fails to fulfill the requirements. In this regard, BEML reserves rights to en-cash performance bank guarantee executed by supplier in full or in part(s) to serve the purpose of the equipment / component.
- d) The supplier is responsible for deputation & safety of contractor's representative to BEML's works / designated location(s) with necessary tool / instruments to investigate and rectify the issues informed by BEML. BEML is not responsible and accountable for any charges / cost incurred by the supplier regarding deputation of representative to BEML works. The personnel so deputed for carrying out the work should comply all safety regulations and have valid EST registration.

42. SAFETY ASSURANCE

- a) Safety is defined as freedom from those conditions that can cause death, injury, occupational illness or damage to or loss of equipment or property, or withdraw the train from service. So all equipment & systems including software, affecting train safety & the safety of train crew and passengers & or identified as being "VITAL" shall be designed according to following principles.
- b) Only such components having a high reliability & predictable failure mode shall be used.
- c) Components must be utilized in such a manner that ensures a restrictive condition rather than a permissive condition which will result from component failure.
- d) Circuits shall be designed such that when a normally energized electric circuit is interrupted or de energized, it will cause the controlled function to assume its most restrictive condition.
- e) System safety equipment design must be such that any single independent component or sub-system failure results in a restrictive condition. Failures that are not independent and those failures which in turn, always, cause others must be considered in combination as a single failure and must not cause a permissive condition.
- f) The supplier should carry out Hazard analysis in accordance with EN 50126-1 primarily or any other international standard in area adequately not addressed by former standard. The supplier shall submit Hazard resolving method to BEML for disposal purpose according to Domestic Environmental standard.

43. LIMITATION OF LIABILITY AND PRODUCT LIABILITY

- a) Supplier shall assume full responsibility for, indemnify and hold BEML and BEML's sub-contractors harmless from and against any liabilities, product liabilities, action, demand arising out of death of or injury to any person or damage to any property to have resulted from the defects of the ordered parts which are installed in BEML and BEML sub-contractors' rolling stocks either as original equipment or as spare parts and replacement parts under the control of this agreement. The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any. However, this shall not limit the liability of the contractor under any other provisions of the contract which expressly impose a greater liability.
- b) Supplier further agrees to obtain an insurance coverage from reputable insurers in furtherance of this obligations stipulated herein. Supplier shall provide to purchase certificate of such insurance at BEML's request. In defending any claims or actions, the parties shall consult and cooperate with each other to protect the integrity of the ordered parts. Supplier shall promptly give notice of any claims or actions and investigate accidents involving any defect in the ordered parts to BEML.

44. CONFIDENTIAL AGREEMENT:

- a) The Contractor or his employees or agent or anybody engaged by the Contractor to execute the work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of BEML.

In case of placement of purchase order by BEML, the supplier has to execute the CONFIDENTIALITY AGREEMENT in plain paper as per prescribed format by BEML and shall be issued within 45 days from the date of issuance of purchase order by BEML but not later than 30 days before the first delivery schedule indicated in the purchase order.

- b) BEML must be entitled to prevent breach of the confidentiality agreement & to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement, the supplier shall pay without actual proof of damages, a liquidated amount of INR 1,00,00,000.

45. NON COMPETITION AGREEMENT: In case of placement of purchase order by BEML, the supplier has to execute the NON-COMPETITION AGREEMENT in plain paper as per prescribed format by BEML and shall be issued within 45 days from the date of issuance of purchase order by BEML but not later than 30 days before the delivery schedule indicated in the purchase order.

46. WARRANTY:

All the stores supplied shall be warranted against any defect in material, workmanship, design or dimension etc., for a period of **24 months** from the date of installation, commissioning & acceptance and the supplier shall remedy such defects at his / their own cost or replace free of charge such stores when called upon to do so by BEML and BEML shall state in writing the nature of defects of the stores.

Please note that you have to attend to repair/service the equipment/system within **48 hours** of breakdown call during the warranty period.

BEML reserves the right for

- a) Acceptance of the proposal of the supplier to remove the defects by reworking
c) Subjecting the reworked / replaced goods to inspection by BEML at their works.

a) Guarantee / Warranty replacement:

Guarantee / Warranty replacement shall be dispatched on "FOR – BEML Stores / designated destination" basis for indigenous items.

b) DE-BOARDING CLAUSE: Not applicable for this tender.

c) Other conditions:

- i. The supplier owes a duty of care to the BEML in relation to the performance of its duties under the Contract; and will replace free of cost to the BEML any defect or failure of equipment provided in the works during the defect liability period.
- ii. The supplier shall maintain in the manufacture & supply of spares (including those of his Sub-Contractors / Vendors) for the equipments supplied in the purchase order for at least 10 years from the date of completion of the contract.
- iii. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the BEML may have against the supplier, whether in tort or otherwise.
- iv. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

- v. Wherever and whenever defect(s) or fault(s) should appear during the warranty period, Supplier shall, at its discretion, repair or replace the defective equipment / components at free of charge in site to the complete satisfaction of BEML / End user.
- vi. All replacement and repairs under the warranty shall be carried out by the supplier promptly and to the complete satisfaction of the engineer on notification of the defects by the end-user so that the equipment is not out of service for more than 48 hours.
- vii. If the defect or damage is such that it cannot be remedied expeditiously on the site and if the end-user gives consent, the supplier may, remove from the site for the purposes of repair any part of the equipment/material, which is defective or damaged. This consent may require the supplier to increase the amount of performance security by the full replacement cost of these items or to provide other appropriate security acceptance to the BEML.
- viii. If any defect or damage is one requiring immediate attention from safety / environmental view point / operational viewpoint, the BEML has the authority to proceed with rectification in any manner suitable and deduct such sums from the suppliers Bill or purchase order whichever is active.
- ix. The Supplier at his expense and care shall supply onsite all spare parts, consumables and other items that will be required for the correction of defects during the warranty period in accordance with BEML's specification.
- x. For the implementation of the whole Project effectively, Supplier shall reserve sufficient number of warranty spares of the needed parts of components and/or equipments at its own costs, which is repaired and/or replaced from commission stage to the completion of warranty period. For the project such parts will be taken from the stock in (Suppliers workshop).

47. REJECTION REPLACEMENT:

In case, if material supplied by the vendor have been rejected through NCR (Non Confirmatory Report) /PDO (Parts Disposition Order) on account of Manufacturing defects at any stage from the date of receipt of material at BEML Ltd till completion of the warranty period, the same will be communicated to the vendor, wherein vendor is liable for rectification of defective part (or) providing replacement within 48 hours from the date & time of communication on FDD (in case of Domestic suppliers) without claiming any cost from BEML.

In case, vendor fails to rectify defective part (or) supply the replacement within 48 hours, BEML is entitled to procure the same on its own and recover the cost from vendor bills including cost towards any downtime in production.

The rejected material will be handed over to the vendor (either at BEML works/respective depots) only on receipt of replacement against rejections. Necessary arrangement for collecting the rejected materials & transportation should be arranged by the vendor. Further, vendor is liable for submitting the Investigation report/failure analysis and the remedies for overcoming such failures for all other material supplied by the firm.

48. KEY DELIVERY DATES

Delivery is the essence of contract. Please refer Delivery schedule as per Annexure-B.

----- End of **Annexure-K** -----

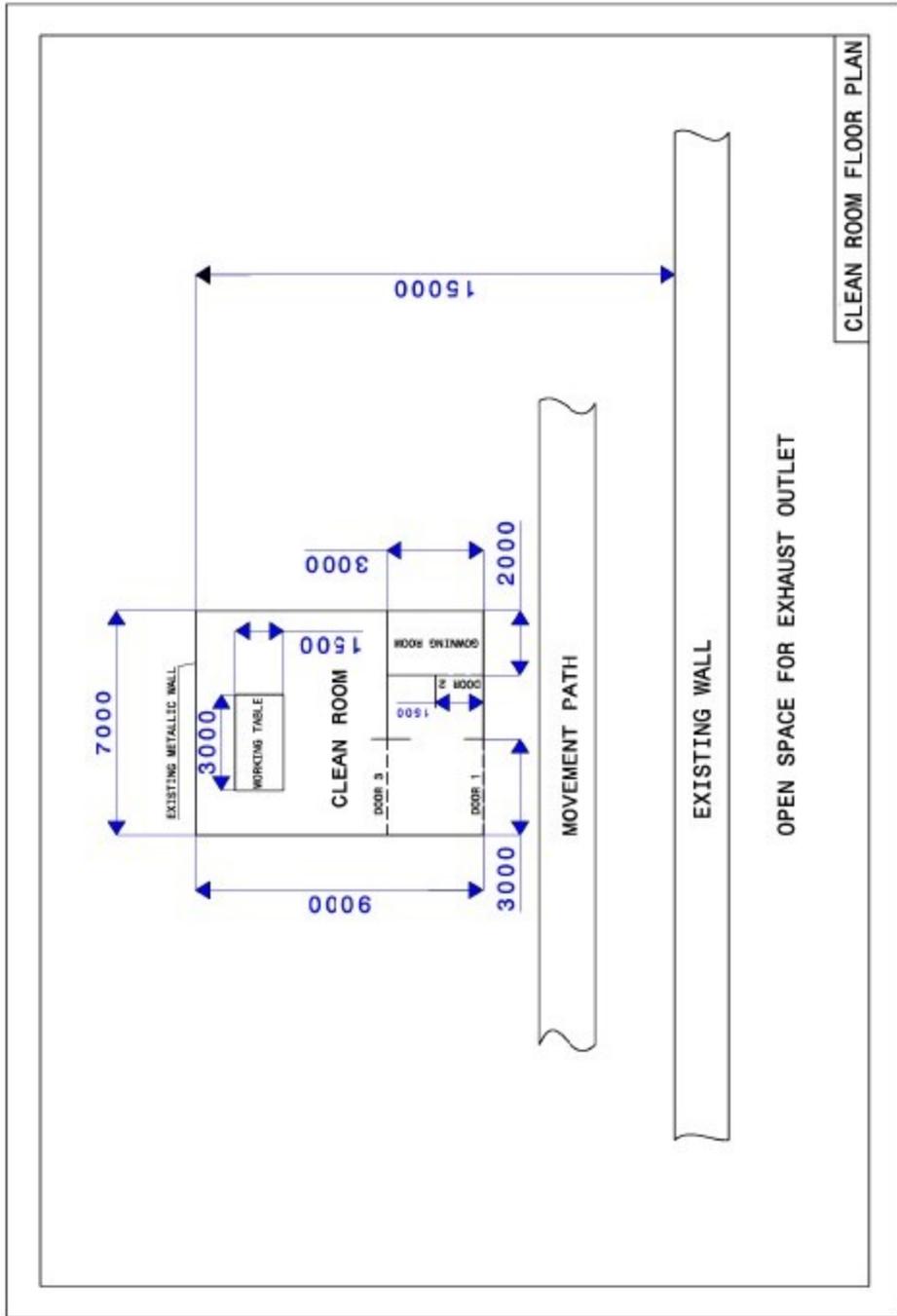
ANNEXURE-A: TECHNICAL SPECIFICATION OF THE CLEAN ROOM FACILITY FOR WELDING

Scope	Design, Fabrication, Installation & Prove out of Class 8 Clean Room as per ISO 14644		
Purpose	To carry out TIG welding of Titanium alloy structures		
Pre bid meeting	<ul style="list-style-type: none"> • Interested firms shall attend the pre-bid meeting as per scheduled date mentioned in the tender enquiry. • For any queries / clarifications firms may send mail in advance to vishwanatha.k@bemltd.intl into arrange for security pass to attend pre-bid meeting. • Firms may visit to the site to understand the availability of space & building to assess the extent of structural work involved in Clean room installation. 		
Quantity	01 No.		
Delivery:	06 Months from the date of PO.		
Final Acceptance	Inspection & clearance as per technical specifications & performance at ASMD, BEML Limited, Mysore.		
Sl. No.	Technical Specification	Details	Compliance (Yes/No)
A	Supply, installation and prove out of clean room (Qty. 01 No.). Reference standard ISO-14644 latest edition (referred to all parts of the standard)		
1	Classification of Clean Room	Class 8 of ISO 14644	
2	Total Size of the Room (Including Gowning room)	(9 m x7 m x3.5 m) refer clean room floor plan.	
3	Desired Operating Temperature	22°C± 2°C	
4	Desired Relative Humidity	45% +10%	
5	Air Circulation System	Good continuous air circulation required with effective exhaust to vent out welding fumes. Supplier shall provide exclusive fume extractor of type Single Arm with 03meter, pillar/ wall mounted arm and 10 Mtr ducting with 2 stage filtrations (pre filter and HEPA Filter). Bidder shall mention the make and model of Fume extractor and firm shall provide technical specification.	
6	Filtration Level	As per Class 8 of ISO-14644	
7	Floor to False Ceiling Height	3.5 m	
8	Gowning Room	As per Class 8 of ISO-14644	
9	Lighting	500 to 600 lux	
10	Calibrated Particle-counting instrument	To be provided by supplier as per ISO-14644. Supplier shall provide the make, model and technical specification of the	

		Discrete-Particle counter (DPC) & a light-scattering device. Calibration certificate shall be provided along with instrument.	
		Clean room supplier shall provide Test report. The results from testing the clean room shall be recorded and submitted as a comprehensive report, along with a statement of compliance with the specified designation of airborne particulate cleanliness classification.	
11	Test Report as per ISO-14644		
12	Humidity & Temperature Meter: Qty. 01 No.	Make & Model: HTC and HT-306	
B	A detail list of the works is as follows:		
1	Wall panel: Double skin sandwich type 75mm thick wall panel PUF infill density 40 kg/m ³ with profile to increase mechanical strength and also it should accommodate cut outs of return air filler boxes and also it should be suitable for 3.5 Mtr height walls of clean room, color RAL9002. PPGI Sheet thickness shall be of 0.8mm.		
2	Ceiling Panel: Double skin sandwich type 50mm thick ceiling panel PUF infill 40 kg/m ³ with profile to increase mechanical strength and also it should accommodate cut outs of supply air filter boxes and Light fixtures etc. color RAL9002. PPGI Sheet thickness shall be of 0.8mm.		
3	Flooring: ESD vinyl flooring with copper earthing and suitable coving fillet shall be provided.		
4	Aluminium R70 coving for clean room environments to ensure seamless, hygienic transitions between walls, ceilings as per the requirement.		
5	Wall panel accessories to complete the installation of total wall panels as per the requirement.		
6	Ceiling panel accessories to complete the installation total ceiling panels as per the requirement.		
7	Air Handling Unit (Classified): - Pre filters, cooling coil, blower assy. with drain pan, fine filter, RH control heating system, (HEPA filter 0.3 micron down to 99.997% efficiency shall be placed in terminal filter boxes in ceiling panel), recirculation type 10-15% fresh air, 85 to 90% recirculation		
8	Non-CFC gas (like R-32/R-134a/R410) cooled condensing unit with suitable accessories to meet the Class 8 clean room requirement as per ISO-14644.		
9	Refrigeration accessories: - Refrigerant Copper Piping with 19mm thick Nitrile Rubber insulation on suction line and non-insulated liquid line, trays for copper piping etc. & all other accessories like expansion valve, hand shut off valve, dryer, sight glass etc.		
10	Terminal filter boxes with Damper operating mechanism and SS grill suitable for required quantity of air.		
11	HEPA Filter of H14 grade, size and Capacity 610 x 610mm x150mm and 400 to500 cfm with required quantities to be installed.		
12	Return air terminal filter boxes with damper operating mechanisms and SS grill for required quantity of air.		
13	Return air terminal raiser with suitable Pre-Filter with required quantities to be installed.		

14	Return Air Control Fire damper to be provided.	
15	Air curtain 3000mm width with air velocity 10m/s to be provided at entrance Door-1.	
16	Sheet Metal Ducting in 22G complete with TDF Flanges, Gaskets, Nut bolts, Stiffeners, Supports with RTV Sealant of higher gauge as per requirement.	
17	Thermal Insulation-XLPE 18 / 19mm thick with alupet for supply air ducts	
18	Thermal Insulation- XLPE 12 / 13mm thick with alupet for return air ducts	
19	Covering of flange joints with 3mm XLPE with alupet	
20	Dynamic Garment Cabinet in SS304 (900mm x 600mm x 2100mm) with HEPA filter H14 grade, blower assy, pre filter of 10-micron, UV light, fluorescent light, Hanger, swing doors to be provided.	
21	Electrical Panel for AHU, Condensing Unit, Heater, MCCB, contactor, relay, MCB, timer, temperature and humidity controller etc to be provided.	
22	Electrical wiring with all accessories from control panel to air handling unit to condensing unit.	
23	Display and control panel for HVAC system. (Parameters to be displayed are temperature, RH, Differential pressure, voltage, current etc.)	
24	Detail HVAC System calculation & Design to be submitted after receipt of PO	
25	LED Light fixtures to attain 500 to 600 lux at 1.5m above the floor level.	
26	Electrical cabling by armoured copper conductor with all accessories for complete wiring for clean room.	
27	PVC Piping for draining the water from air handling unit.	
28	Epoxy Flooring and incoming power supply is BEML scope.	
29	Clean room compatible scientific air tight double leaf doors (D1 & D3)(3000mm width x 3000mm height) with vision glass (500mm x 500mm), door closer, hinges, push plate, drop seal, handle etc. The Door D3 for gowning room should be air tight of size 900mm x 2100mm	
30	MS structural support for Ducting lines and compressors, vertical wall panel wherever require this includes fasteners, plates etc. as per required size. The existing building roof height is 10 m. Hence there is no provision to take support for clean room roof & other systems. Hence MS structural support for the complete room & duct need to be planned. Full layout drawings to be submitted after receipt of PO.	
31	Validation & Documentation. Air quantities measurements, temperature, humidity, positive pressure, Particle count and Documentation like Installation Qualification, Operational Qualification and design, drawing etc. shall be provided after PO and during commissioning.	
32	Any other items required for installation, prove out & proper functioning of the clean room facility is under the scope of supplier.	
33	Experience: Firm shall have past experience in manufacturing, supply & installation of clean room facility.	

	Note: Essentially minimum 01 (one) supply order copy and project completion certificate from customer regards to manufacturing, supply & installation of clean room facility for past 10 years shall be attached.		
34	Warranty: This comprehensive warranty shall remain valid for 24 months from the date of installation, commissioning, prove out & acceptance.		
35	Training: The supplier shall train BEML employees for: <ul style="list-style-type: none"> ➤ Operation of clean room ➤ Electrical & Mechanical maintenance for troubleshooting, maintenance & repair. ➤ Procedure to enter clean room. 		
36	Manuals: Firm shall provide hard copies of manuals (containing standard operating procedure, preventive maintenance etc) and circuit diagrams, Qty: 02 no's at the time of handing over of the system. Soft copy of above mentioned manuals to be supplied in CD/DVD/Pen drive.		
37	Service: Firm shall indicate the name & address of the agency for the after-sales service facilities available for the system in India.		
38	Spares / Consumables required during warranty period for complete system to be supplied by the firm along with the clean room system.		
39	List of critical spares for operation & maintenance post warranty period to be attached.		



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