

BEML LIMITED

(A Govt. of India Mini Rathna Company under Ministry of Defence)
BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore 560 027.
Phone 080-22963179

Quotation in e-mode through BEML SRM portal is invited for supply of Finished Track shoe to BEML.

SI no	Part Number	Description	BEML Grade	Equipment Model	Tender quantity in Numbers
1	130CT11187	TRACK SHOE-610 mm	B1202	BD355	2964

- ✧ Bidder should submit their drawing matching to BEML requirement. However, final discretion will be given by BEML. Bidder should mention the corresponding dimensions of their shoes against BEML requirements on BEML sketch and submit along with technical documents. BEML decision on technical acceptance is final.
- ✧ Chemical Composition, Mechanical Properties, Drill pitch & fitment aspects are critical and mandatory.
- ✧ Please send the Bid through SRM.
- ✧ Tender Closing Date : 19/03/2026 (24 Days), 15:00 PM.
- ✧ Technical Bid and Price Bid should be submitted separately on or before Bid closing date.
- ✧ Data to be submitted are as bellow.

Technical Bid

1. Bidder Drawing.
2. Integrity Pact.
3. Non-Disclosure Agreement.
4. Non-Competition Agreement.
5. Land Border sharing declaration.
6. Filled up TDC attached
7. Acceptance of Terms and Conditions as per Annexure-1
8. Acceptance to General Terms and Conditions as per Annexure-2
9. Previous of this item to BEML if any. PO copies of BEML and status of acceptance of the lot. If earlier supplied lot is not accepted, their technical bid will be rejected.

Price Bid

1. Price Bid
2. Commercial T&C.

Terms & Conditions:			
SI No.	Particulars	Terms	Bidder Confirmation (Yes/No)
1	Material Grade	As per BEML Standard. B1202, QAP & Drawings	
2	Quote	Rate to be quoted as per tendering unit only, basic prices + Taxes applicable.	
3	Delivery Terms	F.O.R BEML- EM Division,KGF,Karnataka	
4	Delivery Schedule	Starting from May /June 2026.	
5	Payment terms	60 days on receipt & acceptance. For MSME firms, as per MSME act.	
6	MOQ	Buyer may quote MOQ, however, final qty is on BEML discretion.	
7	OE Mill / Authorized by OE	Only OE manufacturers are eligible for participation (or) OE Authorized entity is eligible.	OE manufacturers /OE Authorised Please tick the appropriate with documentary evidence.
8	Mill TC/ NABL TC	Bidder should submit Mill /LAB/ NABL TC along with supply.	
9	Deferent Clause	PO is subject to deferment, re-scheduling, cancellation, Short / Pre-closure based on equipment sales order.	
10	LD Clause	LD Applicable for late deliveries.	
11	Warranty	Successful Bidder should provide 18 months/4500 Working Hrs warranty.	
11	Integrity Pact	Bidder should sign and submit integrity Pact as per Annexure J	
12	Bank Guarantee	Bidder should submit BG to the value of 5% of the PO value.	
13	NDA, Non-competition Agreement & Land border sharing declaration.	Bidder should submit NDA, Non-competition Agreement & Land border sharing declaration.	

Bidder Declaration.

I here by confirm to supply as per above terms and conditions.

Bidder Seal & Signature.

Compliance certificate to Informative clauses and General terms & conditions

Sl. No.	Terms	Bidder Confirmation Kindly write YES (or) NO against each line item.
1	DEFINITIONS & INTERPRETATIONS	
2	AUTHORITY OF PERSONS SIGNING DOCUMENT	
3	ACCEPTANCE OF ORDER	
4	SECURITY DEPOSIT / PERFORMANCE GUARANTEE	
5	QUOTATION VALIDITY of 180 days from the date of commercial Bid Opening.	
6	QUALITY AND WORKMANSHIP	
7	GUARANTEE / WARRANTY	
8	SUPPLY OF SAMPLE (if required)	
9	PACKING AND DISPATCH	
10	RAW MATERIALS ARRANGEMENT	
11	IDENTIFICATION OF ITEMS / PIECES	
12	DELIVERY	
13	PLANT & MACHINERY SUPPLY	

14	INSPECTION AND TESTING:	
15	QUALITY & CONDITION OF DELIVERY	
16	PAYMENT PROCEDURE	
17	APPROPRIATION	
18	CENTRAL EXCISE	
19	APPLICABLE LAWS AND JURISDICTION OF COURTS	
20	INTELLECTUAL PROPERTY RIGHTS; LICENSES	
21	BRIBES AND GIFTS	
22	JURISDICTION	
23	ARBITRATION	
24	FORCE MAJEURE CLAUSE	
25	DRAWINGS AND DOCUMENTS	
26	NON-DISCLOSURE AND INFORMATION OBLIGATIONS	
27	PRICE, INVOICING AND PAYMENT:	
28	FALL CLAUSE	

29	DURING ARBITRATION	
30	PROGRESS REPORT	
31	CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY	
32	PENALTY / LIQUIDATED DAMAGES:	
33	TRANSFER OF OWNERSHIP AND RISK	
34	SHORT SHIPMENT / WARRANTY / GUARANTEE REPLACEMENTS:	
35	EXPORT ADMINISTRATION REGULATIONS	
36	NON-WAIVER OF DEFAULTS	
37	ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUB- CONTRACTING	
38	INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:	

Bidder Declaration.

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

Bidder Seal & Signature.

Annexure III

Compliance certificate

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. " Bidder " (including the term ' tenderer ' , consultant ' or service provider ' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated here in before , including any agency branch or office controlled by such person , participating in a process.
- III. "Bidder from a country which shares a land border with India " for the purpose of this order means : -
 - a. An entity incorporated , established or registered in such country ;or
 - b. A subsidiary of an entity incorporated, established or registered in such a country ;or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
 - d. An entity whose beneficial owner is situated in such a country ; or
 - e. An Indian (or other) agent of such an entity ; or
 - f. A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) , who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. " Controlling ownership interest " means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company
 - b. " Control " shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement s or voting agreements;
 2. In case of a partnership firm , the beneficial owner is the natural person(s) who , whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person , has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust , the identification of beneficial owner(s) shall include identification of the author of the trust , the trustee , the beneficiaries with fifteen percent or more interest in the trust an any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

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

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

Or

I / We M/s(Name of the bidder) are from a country which shares land border with India and as per the above terms and conditions ,we are registered with Competent authority with Registration noare eligible to participate in this tender.

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

(Signature of authorized signatory of the tenderer)

Name:

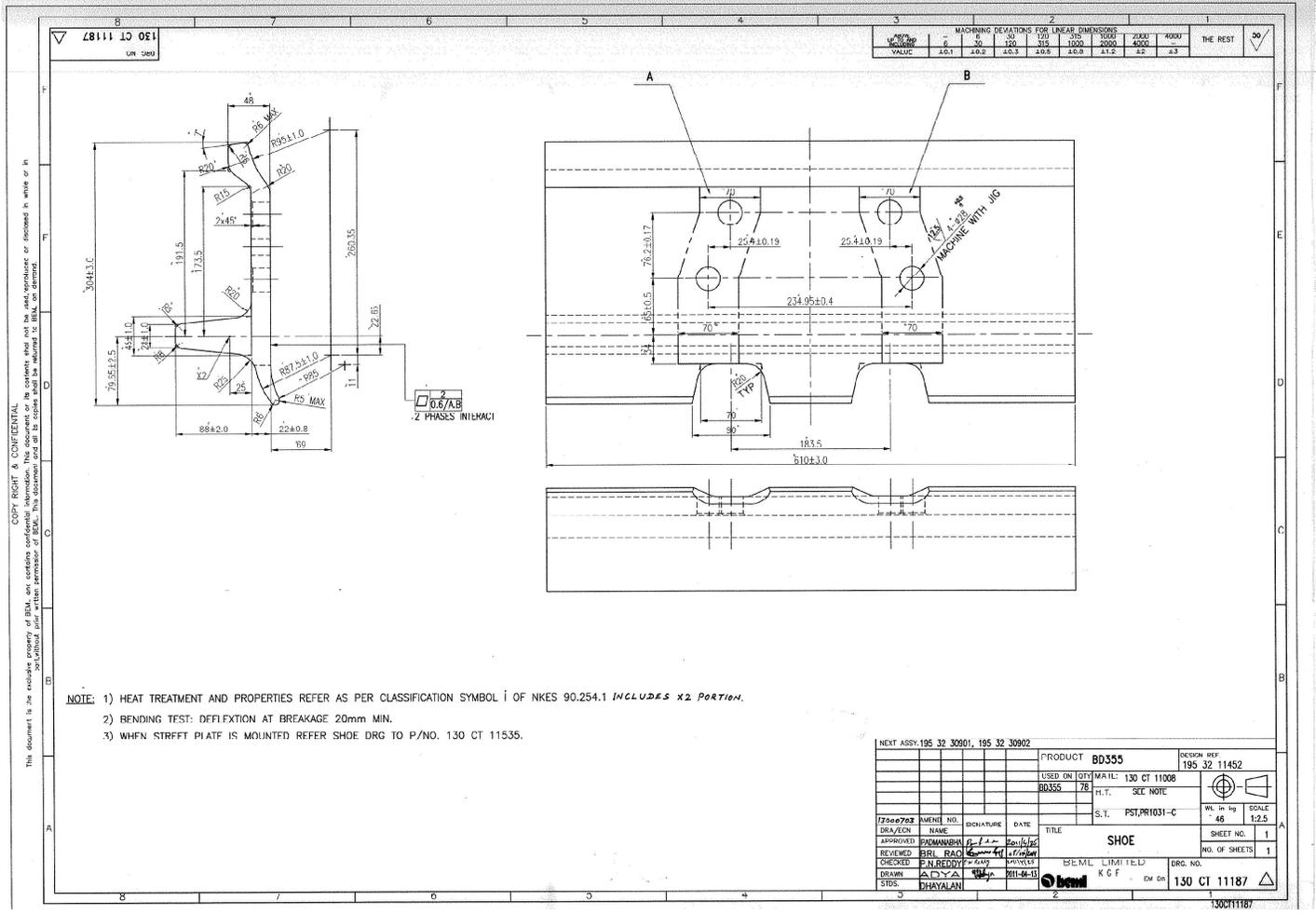
Designation:

Place

Seal :

Date:

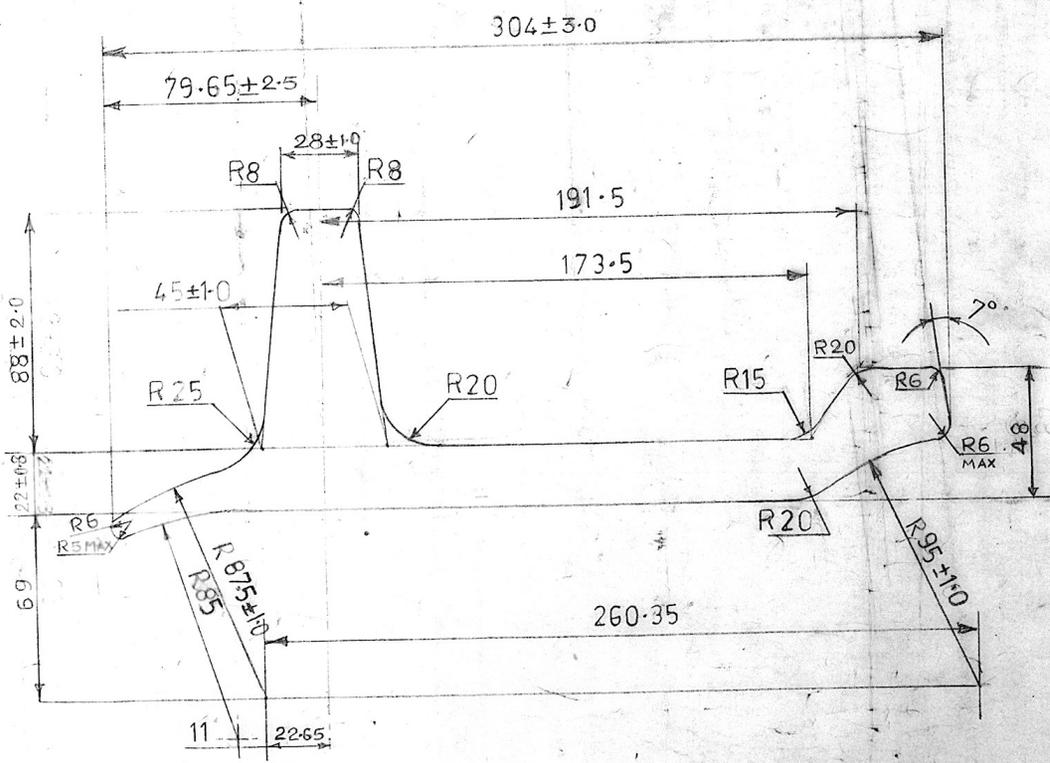
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NEXT ASSY: 195 32 30901, 195 32 30902		PRODUCT	BD355	DESIGN REF	195 32 11452
USED ON	QTY	MATERIAL	130 CT 11008	WT IN KG	46
BD355	78	PLT.	SEE NOTE	SCALE	1:2.5
DRAWN/ENCL		NAME	DATE	TITLE	SHEET NO. 1
APPROVED	DESIGNER	DATE			NO. OF SHEETS 1
REVIEWED	CHKD	DATE			
CHECKED	ENR REDDY	DATE			
DRAWN	ADVA	DATE			
STG	ZHAYALAN	DATE			
BSCML LIMITED			KGF	DRG. NO.	130 CT 11187

MACHINING DEVIATIONS FOR LINEAR DIMENSIONS									1
ABOVE UP TO AND INCLUDING.	6	30	120	315	1000	2000	4000	4000	THE REST
VALUE	± 0.1	± 0.2	± 0.3	± 0.5	± 0.8	± 1.2	± 2	± 3	

DRG. NO. 130.CT.11008



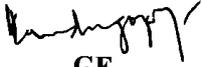
NOTE:-

- FOR MATERIAL AND OTHER DETAILS REFER TO ~~B.E.M.L.STB-01-04-07~~ UNIT STANDARD-B1202-00.
- DRILLING, NOTCHING & HEAT TREATMENT IS TO BE DONE AS PER DRG. 195-32-11452/1

LENGTH - 610 ± 3.0

			PRODUCT	D355A-3		DES. REF.
			USED ON	QTY.	MATERIAL	SEE NOTE
			D355A-3	78		
			H.T.			Wt. IN Kgs SCA 46 NT
AMEND. No.	SIGNATURE	DATE	TITLE			
1	[Signature]	8/10/84	TRACK SHOE			
APPROVED	[Signature]	8/10/84				
REVIEWED						
CHECKED	[Signature]	07.10.84				
DRAWN	[Signature]	01.10.84				
BDD/106 DT.1987-11-02			BHARAT EARTH MOVERS LTD.		DRG. NO.	130 CT 11008
STDS.			K G F			

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 बी ई एम एल NEW FRONTIERS. NEW DREAMS	UNIT STANDARDS	AMENDMENT No. 01
	TITLE: HOT ROLLED LOW ALLOY STEEL MATERIAL FOR ESS (EXTREME SERVICE SHOES) TRACK SHOES	DATE: 2019-08-21
	AMENDMENT SHEET - 1/1	STD No. B1202-00
		ISSUE No. 01
<p>In page No. 2 of 2, clause 6 shall read as follows:</p> <p>6. SUPPLY CONDITION: Track shoes shall be supplied in "As Rolled" condition with a hardness of 255 BHN max.</p> <p>Ref: Mail from AGM(CMRM), dated 27.02.2019.</p> <p>APPROVED BY:  GE</p>		

411 010



UNIT STANDARDS

KGF COMPLEX-B

B 1202-00

TITLE: HOT ROLLED LOW ALLOY STEEL
MATERIAL FOR ESS (EXTREME-
SERVICE SHOES) TRACK SHOES

PAGE NO. 1 OF 2

DATE: 1988-04-28

1. SCOPE :

This specification covers hot Rolled Track Shoe stock for Crawler Tractor in accordance with details given below :

2.1. CHEMICAL COMPOSITION PERCENTAGE :

Carbon	0.28 - 0.33	Sulphur	0.03 Max.
Manganese	1.00 - 1.30	Phosphorous	0.03 Max
Silicon	0.25 - 0.35	Boron	0.0005 - 0.003
Chromium	0.35 - 0.65	Molybdenum	0.08 - 0.15

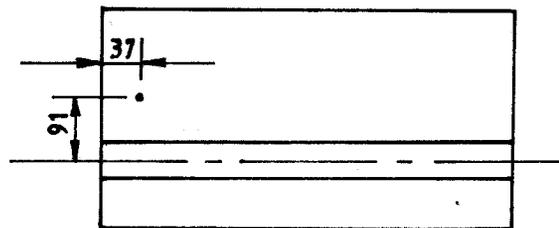
2.2. ALLOWABLE VARIATION IN CHEMICAL COMPOSITION IN PERCENTAGE :

C	Mn	Si
± 0.01	± 0.04	± 0.02

Chemical analysis shall be performed in accordance with IS:228

NOTE : a) One sample Track Shoe per heat shall be selected at random and tested for chemical composition. When the Chemical composition is within allowable limits as specified in para 2.1; the entire lot with same heat number shall be accepted. In case the chemical composition is not within allowable limits as specified in para 2.1, one more Track shoe will be tested for chemical composition. If the results of retest for chemical composition is within the allowable variation (para 2.2); the batch will be accepted.

POSITION TO EXTRACT SAMPLE FOR CHEMICAL ANALYSIS :



DIMENSIONS IN MM ONLY

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PREPARED BY:
88-04-28

ISSUE NO:
NO. OF PLACES: 1

REPLACEMENT FOR: REF:
EM. STANDARD :
01.04.07
01.04.08
01.04.12

APPROVED BY:
88/04/28

ALTERED BY:
PRO. CKD. APPD.



UNIT STANDARDS

KGF COMPLEX-B

B 1202-00 1

TITLE : HOT ROLLED LOW ALLOY STEEL
MATERIAL FOR ESS (EXTREME-
SERVICE SHOES) TRACK SHOES

PAGE NO.2 OF 2

DATE : 1988-04-28

b) If a lot is rejected based on the result of retest for chemical analysis, joint analysis may be made only once, if requested by the supplier. On such occasions one more additional Track Shoe (a third sample) shall be tested, and if the result of joint analysis (on third sample) is within allowable limits as specified in para 2.2 the lot shall be accepted.

3. GRAIN SIZE : ASTM 5 - 8.

4. INCLUSION CONTENT : Test in accordance with IS: 4163.
Requirement : 2 of IS: 4163.

5. HARDENABILITY :

a) Hardenability shall be determined in accordance with IS: 3848

b) Requirement : Distance in mm from Quenched end.

	<u>Distance</u>				<u>Hardness - HRC</u>
△	1.5	1.5	:	49-56	48 - 55
	5.0	15	:	39- 50	45 - 52
	7.0				42 - 48

6. SUPPLY CONDITION :

Track Shoe shall be supplied in normalised condition.

7. DIMENSIONAL REQUIREMENT AND TOLERANCES :

The section must conform to the dimensions/tolerances specified in the drawing/drawings (enclosed as per para (9)

Straightness should be within 6 mm in 1500mm to permit sheering.

8. OTHER REQUIREMENTS :

Track Shoes should be free from the following defects.

- | | |
|------------------|---------------------|
| a) Linear Scars | g) Exfoliation |
| b) Exfoliation | h) Jaw Scars |
| c) Die Insertion | i) Laminations |
| d) Jaw Scards | j) Biting |
| e) Roll marks | k) Hair line cracks |
| f) Laminations | |

9. APPLICABILITY OF DRAWINGS :

<u>SL.NO.</u>	<u>EQUIPMENT</u>	<u>PART NO.</u>
1.	D155A-1	125.CT.11001 /1
2.	D355A-3	130.CT.11008 /1

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EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 1 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

Sl. No.	Components / Operation	Characteristics to be assessed	Type / method Of Check	Quantum of Check	Reference Standards or Documents	Acceptance Norms	Form at of reco rds	Inspe ction scope
							Supp lier	BEML
1	FULLY FINISHED TRACK SHOE OF ALL MODELS	Rawmaterial Manufacturing route	MILL TC	--	Rolled Track shoe profiles to be used for Manufacturing all Track shoes as mentioned above .	MILL TC INDICATING MANUFACTURING ROUTE	P	R
2		Chemical Composition	Chemical analysis(Spectrometer/wet analysis)	1 sample/Heat	One sample per batch shall be checked for chemical composition and shall conform to the company standard(B1201 & B1202) as mentioned in & reports to be submitted along with supply	LAB REPORT	P	R



EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 2 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

FULLY FINISHED TRACK SHOE OF ALL MODELS	Chemical Composition	Chemical Analysis (Spectrometer /wet analysis)	ONE SPECIMEN PER HEAT	ELEMENTS	B 1201	B1202	LAB REPORT	P	R
					For BD50, BD65, BD80, BE220 & BE300 Track shoes	For BD155 & BD 355 Track shoes			
				Carbon (C)	0.28/ 0.34	0.28/0.33			
				Silicon (Si)	0.15/0.35	0.25/0.35			
				Manganese	1.00/1.30	1.00/1.30			
				Phosphorus (P)	0.03 Max	0.03 Max			
				Sulphur (S)	0.03 Max	0.03 Max			
				Chromium (Cr)	0.25 Max	0.35/0.65			
				Molybdenum (Mo)	--	0.08/0.15			
				Titanium (Ti)	0.025 Min	--			
				Boron (B)	0.0005/0.003	0.0005/0.003			
3	Metallurgical aspects(inclusion rating/Jominy hardenability & Grain size)	Micro examination/ Jominy hardenability testing		For ensuring quality of rawmaterial used such as inclusion rating/Jominy hardenability & Grain size B1201 & B1202 standard may be referred. Test reports covering all these aspects to be reported for every batch of supply.	LAB REPORT	P	R		



EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 3 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

4	FULLY FINISHED TRACK SHOE OF ALL MODELS	HEAT TREATMENT (QUENCH & TEMPER)	Hardness measurement	For Every HT batch	AFTER FINAL HEAT TREATMENT STAGE Track shoes are heat treated to achieve surface hardness & Core hardness as below for all Models.			LAB REPORT	P	R	
					Description of item	Surface hardness	Core hardness at 25 mm at X2 from base plate surface (Refer Komatsu standard 90.254.1)				Remarks 1) Surface hardness to be checked as per sampling** listed below. 2) Core hardness to be ensured for 01 no. in every batch by sectioning. Also, hardness gradient survey for every 10mm from Grouser tip across the section needs to be tested in the sectioned shoe.
					BD50 Track shoes	37/43 HRC	32 HRC Min				
					BD65Track shoes	37/43 HRC	32 HRC Min				
					BD80Track shoes	37/43 HRC	32 HRC Min				
					BE220Track shoes	38/44 HRC	32 HRC Min				
					BE300Track shoes	38/44 HRC	32 HRC Min				
					BD155Track shoes	43/51 HRC	40 HRC Min				
					BD355 Track shoes	45/53 HRC	35 HRC Min				
5	MAGNETIC PARTICLE TESTING	MPI test	Sampling plan	During development stage 100 % components shall be tested for MPI test. During Bulk supply MPI test shall be carried out as per sampling plan **			LAB REPORT	P	R		



EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 4 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

6	FULLY FINISHED TRACK SHOE OF ALL MODELS	MECHANICAL PROPERTIES (Impact strength)	Impact testing	For Every HT batch	Mechanical properties such as Impact strength to be tested at Grouser & plate portion of Track shoe for every HT batch as per komatsu standard 90.254.1& shall be reported . Requirement of mechanical properties are as listed below. Minimum of 5 specimens to be tested & average to be reported . U notch (2mm) Impact specimen to be made & direction of notch to be followed as per komatsu standard 90.254.1						
					Description of item	Impact strength at grouser portion	Impact strength at plate portion L direction(Along rolling direction of Track shoe profile)	Impact strength at plate portion C direction(Transverse to rolling direction of Track shoe profile)	LAB REPORT	P	R
					BD50 Track shoes	3 kgm/cm ² (Min)	3 kgm/cm ² (Min)	--			
					BD65Track shoes	3 kgm/cm ² (Min)	3 kgm/cm ² (Min)	--			
					BD80Track shoes	3 kgm/cm ² (Min)	3 kgm/cm ² (Min)	--			
					BE220Track shoes	7 kgm/cm ² (Min)	7 kgm/cm ² (Min)	--			
					BE300Track shoes	7 kgm/cm ² (Min)	7 Kgm/cm ² (Min)*	--			
					BD155Track shoes	6 kgm/cm ² (Min)	--	4 kgm/cm ² (Min)			
BD355 Track shoes	6 kgm/cm ² (Min)	--	4 kgm/cm ² (Min)								



EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 5 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

7	FULLY FINISHED TRACK SHOE OF ALL MODELS	MECHANICAL PROPERTIES(Tensile strength, yield strength & % Elongation)	Tensile specimen testing	For Every HT batch	Mechanical properties such as Tensile strength , yield strength & % Elongation to be tested on a representative test piece of 50 mm diameter (of same material grade) which shall be heat treated along with Track shoes for every HT batch and reported suitably.	LAB REPORT	P	R																																
					<table border="1"> <thead> <tr> <th>Description of item</th> <th>Tensile strength(kg/mm²)(Min)</th> <th>yield strength(kg/mm²) (Min)</th> <th>% Elongation(min)</th> </tr> </thead> <tbody> <tr> <td>BD50 Track shoes</td> <td>116</td> <td>99</td> <td>10</td> </tr> <tr> <td>BD65Track shoes</td> <td>116</td> <td>99</td> <td>10</td> </tr> <tr> <td>BD80Track shoes</td> <td>116</td> <td>99</td> <td>10</td> </tr> <tr> <td>BE220Track shoes</td> <td>116</td> <td>99</td> <td>12</td> </tr> <tr> <td>BE300Track shoes 160CT11073</td> <td>116</td> <td>99</td> <td>12</td> </tr> <tr> <td>BD155Track shoes</td> <td>145</td> <td>120</td> <td>10</td> </tr> <tr> <td>BD355 Track shoes</td> <td>145</td> <td>120</td> <td>10</td> </tr> </tbody> </table>				Description of item	Tensile strength(kg/mm ²)(Min)	yield strength(kg/mm ²) (Min)	% Elongation(min)	BD50 Track shoes	116	99	10	BD65Track shoes	116	99	10	BD80Track shoes	116	99	10	BE220Track shoes	116	99	12	BE300Track shoes 160CT11073	116	99	12	BD155Track shoes	145	120	10	BD355 Track shoes	145	120	10
					Description of item				Tensile strength(kg/mm ²)(Min)	yield strength(kg/mm ²) (Min)	% Elongation(min)																													
					BD50 Track shoes				116	99	10																													
					BD65Track shoes				116	99	10																													
					BD80Track shoes				116	99	10																													
					BE220Track shoes				116	99	12																													
					BE300Track shoes 160CT11073				116	99	12																													
BD155Track shoes	145	120	10																																					
BD355 Track shoes	145	120	10																																					
8		DIMENSIONS	Measurement using instruments	As per sampling plan	During Development stage,100 % components shall be checked for dimensions as per applicable drawing. During bulk supply, dimensions shall be checked for each consignment as per sampling plan**.	Dimension s report	P	R																																
9		Visual Examination	Visual check	100%	Track shoes surface shall be free from seams, folds,laps,cracks,deep pits,groove and excess scaling.	Visual report	P	R																																



EM DIVISION

QUALITY ASSURANCE PLAN

Sheet No: 6 of 6

MODEL		DOC No.	323 -QP –TRACK SHOES
PART NAME	FULLY FINISHED TRACK SHOE OF ALL MODELS	ISSUE No.	01
		DATE	02/05/2024

Track shoe applicable part nos are as follows

1. BD 50 Track shoes 110CT11095
- 2)BD 65 Track shoes 113CT11138
- 3)BD 80 Track shoes 116CT11124
- 4)BE220 Track shoes 155CT11229/155CT11164
- 5) BE 300 Track shoes 160CT11073
- 5) BD155 Track shoes 125CT11172
- 6) BD355 Track shoes 130CT11187

Note: Sampling Plan: As per IS: 2500- 2000, Part 1, Level -II. Details mentioned in below.			
Lot Size in Nos.	Sample Size in Nos.	AQL	P - Perform the Activity W - Witnessing of Activity R - Reviewing of QA Report A – Audit check the activity
2 ~ 50	8	1.5%	
51 ~ 90	13	1.0%	
91~150	20	0.65%	
151~280	32	0.40%	
281~500	50	0.25%	
501~1200	80	0.15%	
1201~3200	125	0.10%	
3201~10000	200	0.065%	

Prepared By :	Checked By :	Reviewed By :	Approved By :
B. ANIL KUMAR Page Manager – Receiving Quality	DINESH ANDANI DGM – Receiving Quality	Design	Chief of Quality Engineering

Annexure (J)

(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 it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure (J-1)**.
 - 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 reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.

(7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

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

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

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Annexure J-1
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on www.bemlindia.in.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
 - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature
(For & On behalf of Bidder/Contractor)



NON – DISCLOSURE AGREEMENT

BETWEEN

BEML LIMITED
BENGALURU

AND

.....

NON – DISCLOSURE AGREEMENT

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

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

And

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

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

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

Whereas the Firm is engaged in

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

Whereas as per the Tender documents the Successful bidder has to execute a Non-Disclosure Agreement on Non-judicial stamp paper before placement of Purchase order

as the Parties may disclose certain Information to each other, and the Parties recognise that careful protection and non-disclosure by the Party receiving the Confidential Information (hereinafter referred to as the "**Receiving Party**") from the Party disclosing such Confidential Information (hereinafter referred to as the "**Disclosing Party**") is of vital importance while executing the purpose.

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

1. SCOPE OF THE NDA

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

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

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

2. CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel,

marketing, pricing, sales and/or commercial information with respect to the “Purpose” as well as ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA

3. EXCEPTIONS

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

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

4. NON-DISCLOSURE

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

5. RECEIVING PARTY'S OBLIGATIONS:

The Receiving Party undertakes:

- a) to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information, but no less than reasonable care;

- b) not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
- c) to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- d) not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorised use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;
- e) not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- f) Not to disclose Confidential Information to any third party without the prior consent of the Disclosing party.

- g) to disclose the confidential information to its employees, on a 'need to know' basis for the purpose of this NDA.

6. REMEDIES

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

7. TERM

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

8. TERMINATION

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

- (a) Termination by mutual consent.

- (b) Termination by either party due to breach of any of the covenants hereof by the other

- (c) by giving written notice in the event of the liquidation, bankruptcy, reorganization, dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this Agreement;

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

9. RETURN OF CONFIDENTIAL INFORMATION

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

10. DISPUTE SETTLEMENT & JURISDICTION :

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

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

11. NON-SOLICITATION

No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two (2) years. This clause shall survive for a period of two years even from the date of termination.

12. AMENDMENT

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

13. MISCELLANEOUS

13.1 Severability and Waiver. If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full

force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.

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

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

For BEML LIMITED

Firm

Name:

Name:

Signature:

Signature:

WITNESSES :

WITNESSES :

1.

1.

2.

2.

NON-COMPETITION AGREEMENT

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

AND

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

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

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

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

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

Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

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

M/S. BEML LIMITED

Firm

Name:

Name:

Signature:

Signature:

WITNESS:

WITNESS:

1)

1)

2)

2)

GENERAL TERMS & CONDITIONS

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

4.5 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 re-executed 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. CENTRAL EXCISE

The supplier shall obtain Central Excise Licenses opting to pay Excise Duty wherever applicable. Central Excise Duty Gate Pass in original shall be forwarded to the Chief of Stores, in respect of each consignment along with despatch documents. When goods are despatched through Road Transport Carriers, it shall be ensured that the Excise Duty Gate Pass No. and date is endorsed on the GC Note binding the carriers to deliver the Excise Duty Gate Passes in original to our Stores Department along with the consignment. Wherever Excise Duty is payable extra, the same shall be reimbursed at actual against production of qualified Excise Duty gate pass in original as a proof for having paid the duty on the particular consignment. The supplier shall ensure that the Gate Pass accompanies each consignment that is sent to us. In addition a photocopy of Gate Pass, in advance along with Invoice to be sent to Purchase Department in case of payment through Bank. If the terms of payment are other than the above, the photo copy of the Gate Pass with the bills etc. shall be sent to Accounts Department concerned. The Excise Duty Gate Pass number and date shall be incorporated in the Invoice, Delivery challan and all other despatch documents.

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 a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof.

“The Supplier shall comply with all applicable Labour Laws, particularly Contract Labour (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

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 to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

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

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. NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.

37. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUB-CONTRACTING:

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.