

Sub: Reply to pre-bid Queries & Corrigendum-1 for Selection of Bankers for Sanction of Term Loan for the newly launched BRAHMA Project at Umariya, Near Bhopal, Madhya Pradesh.

Ref: NIC Tender No. – 2026\_BEML\_99985\_1

### **Corrigendum-1**

| SL | RFP Clause No. & RFP Page No. | Clause Details                                       | Corrigendum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|-------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                               |                                                      | FOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | READ AS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1  | Clause – 8.1                  | PRE-QUALIFICATION BID – Submission of Integrity Pact | <p><b>“PRE-QUALIFICATION BID – INTEGRITY PACT” can be submitted in either of the ways below <u>on or before closing date and time of the tender:</u></b></p> <p><b>1. Manual Sealed cover to the address in NIT</b></p> <p>The <u>original Integrity Pact shall be submitted before closing date and time in Sealed envelope through courier / post / hand to the below address</u> duly superscribing as “PRE-QUALIFICATION BID – Tender No xxxxx dated xx/xx/2026 Closing date xx/xx/2026 Time xx:00 Hrs” written in bold letters at the top of the envelope. The name and</p> | <p><b>“PRE-QUALIFICATION BID – INTEGRITY PACT” can be submitted in either of the ways below <u>on or before closing date and time of the tender:</u></b></p> <p><b>1. Manual Sealed cover to the address in NIT</b></p> <p>The <u>original Integrity Pact shall be submitted before closing date and time in Sealed envelope through courier / post / hand to the below address</u> duly superscribing as “PRE-QUALIFICATION BID – Tender No xxxxx dated xx/xx/2026 Closing date xx/xx/2026 Time xx:00 Hrs” written in bold letters at the top of the envelope. The name and address of the bidder</p> |

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|  |  |  | <p>address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.</p> <p>General Manager<br/>Corporate Materials,<br/>BEML LTD, BEML<br/>SOUDHA,<br/>23/1, 4<sup>th</sup> Main, S.R.<br/>Nagar, Bangalore – 560<br/>027<br/>Karnataka.</p> <p>Alternatively, it can also be dropped in the Tender Box which is kept in Security Room, BEML Soudha, SR Nagar, Bangalore.</p> <p><b>2. Through Email</b></p> <p>Digitally signed copy of Integrity Pact to be sent to<br/><a href="mailto:cmtenderbox@bemltd.in">cmtenderbox@bemltd.in</a><br/>before bid closing date and time. <u>Please note all the signatures including witness signature on all pages to be Digitally signed using DSC.</u></p> | <p>shall be printed or written legibly on the left hand bottom corner of the envelope.</p> <p>General Manager<br/>Corporate Materials,<br/>BEML LTD, BEML<br/>SOUDHA,<br/>23/1, 4<sup>th</sup> Main, S.R.<br/>Nagar, Bangalore – 560<br/>027<br/>Karnataka.</p> <p>Alternatively, it can also be dropped in the Tender Box which is kept in Security Room, BEML Soudha, SR Nagar, Bangalore.</p> <p><b>2. Through Email</b></p> <p>Digitally signed copy of Integrity Pact to be sent to<br/><a href="mailto:cmtenderbox@bemltd.in">cmtenderbox@bemltd.in</a><br/>before bid closing date and time. <u>Please note all the signatures including witness signature on all pages to be Digitally signed using DSC.</u></p> <p><b>3. Through Email</b></p> <p>Ink signed with seal on all the pages along with witness signature can be scanned and copy to be</p> |
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|   |            |                     |                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                     |
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|   |            |                     |                                                                                                                                                                                                                                                            | <p>sent to <a href="mailto:cmtenderbox@bemltd.in">cmtenderbox@bemltd.in</a> before bid closing date and time.</p> <p><b>4. Uploaded along with Technical Bid</b></p> <p>Ink signed with seal on all the pages along with witness signature can be scanned and copy to be uploaded along with the technical bid.</p> |
| 2 | Clause – 7 | Scope of the tender | <p>Interested bidders to send mail to the Email IDs</p> <p><a href="mailto:david.gangte@bemltd.in">david.gangte@bemltd.in</a> &amp; <a href="mailto:anithak@bemltd.in">anithak@bemltd.in</a> for Pre-bid meeting VC link and <u>submission of NDA</u>.</p> | <p>NDA Format is attached and forms part of the Corrigendum.</p>                                                                                                                                                                                                                                                    |

#### **Extension of tender**

Closing Date :

FOR – 15.09.2026

READ AS – 22.09.2026

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between

\_\_\_\_\_ **Bank Name** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as "the **Bank**", which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

### AND

**BEML LIMITED**, a Central Public Sector Undertaking, under the administrative control of Ministry of Defence, Department of Defence Production, Government of India and a Company incorporated under the Companies Act, 1956, having its Corporate Office at '**BEML SOUDHA**', 23/1, 4<sup>th</sup> MAIN, **SAMPANGI RAMA NAGAR, BENGALURU 560027**, (hereinafter referred to as "**BEML**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

\_\_\_\_\_ **Bank Name** \_\_\_\_\_ and **BEML** shall hereinafter jointly be referred to as "Parties" and individually as "Party".

WHEREAS:

\_\_\_\_\_ **Bank Name** \_\_\_\_\_ is engaged in the business of \_\_\_\_\_.

BEML is a multi-technology heavy engineering Industry engaged in the business of design, development and manufacture of a variety of Earthmoving, Railways, Defence Equipments, Diesel Engines, Hydraulic & Power line aggregates and also providing services in the areas of engineering, design & development and trading, etc.

Whereas BEML intends to share DPR as per the tender document released against the NIC tender 2026\_BEML\_99985\_1 for "Selection of Banker for Sanction of Term Loan for the newly launched BRAHMA Project at Umariya, Near Bhopal, Madhya Pradesh". (hereinafter referred to as "**the purpose**").

BEML may disclose, transmit and/or exchange certain "confidential information" as described herein to \_\_\_\_\_ **Bank Name** \_\_\_\_\_ for the purpose and \_\_\_\_\_ **Bank Name** \_\_\_\_\_ recognises that careful protection and non-disclosure of the Confidential Information is of vital importance and responsibility of \_\_\_\_\_ **Bank Name** \_\_\_\_\_.

The Bank acknowledges that BEML is under the administrative control of the Ministry of Defence. The Bank understands that any unauthorized disclosure or leak of Confidential Information may prejudice national security, public sector procurement integrity, or state interests. Consequently, the Bank shall enforce heightened data access security controls (such as strict role-based electronic access) for all employees interacting with BEML data."

The Parties understand that the Recipient Party shall be fully and directly responsible for any breach of this Agreement by any of its directors, employees, advisers, agents, or consultants. Any act or omission by a representative of the Recipient Party that would constitute a breach if committed by the Recipient Party shall be deemed an immediate material breach of this Agreement by the Recipient Party itself."

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NOW THIS AGREEMENT WITNESSETH:

**1. Interpretation:**

In this Agreement "**Confidential Information**" means all or any information or which is or has been disclosed to \_\_\_\_\_ **Bank Name** \_\_\_\_\_ (the "Recipient Party") by BEML (the "Disclosing Party"), or come into the knowledge of \_\_\_\_\_ **Bank Name** \_\_\_\_\_ during the execution of the Purpose including but not limited to, financial, accounting ,past, current and future customer information, proprietary, technical, personnel, marketing, pricing, sales and/or commercial information as well as ideas, concepts, designs and inventions, embedded hardware design, data, backup data and information, computer source and object code and computer programming techniques; algorithms, software programs, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions and all record bearing media containing or disclosing such information which shall interalia include letters, notes, briefs, technologies, notings, drawings, materials, and all other information pertains to the Disclosing Party which has come into the possession or knowledge of the Recipient Party. Confidential Information does not include information which:

- i. is publicly available at the time of its disclosure; or
- ii. becomes publicly available following disclosure; or
- iii. is already known to or was in the possession of Recipient Party prior to disclosure under this Agreement, subject to proof of having possession; or
- iv. is disclosed to the Recipient Party by a third party, which party is not bound by any obligation of confidentiality; or
- v. is or has been independently developed by the Recipient Party without using the Confidential Information;
- vi. is disclosed with the prior consent of the Disclosing Party.

**2. Confidentiality:**

**2.01** The Recipient Party agrees to extend due regard, preserve and keep as secret and confidential all confidential information of the Disclosing Party or its clients or any member of their group howsoever obtained. In maintaining confidentiality hereunder the Recipient Party agrees, accepts, warrants and

covenants that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose mentioned aforesaid; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv) use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.02 The Recipient Party also agrees, accepts and warrants that it shall:

- i) use at least the same “**degree of care**” in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;
- iii) limit access to such Confidential Information to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iv) upon discovery of any disclosure or suspected disclosure of Confidential Information, to promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### 3. **Return or destruction:**

The Recipient Party shall, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) immediately return all Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control; and
- iv) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately furnish a certificate signed by its director or other responsible officer confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

### 4. **Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by order of any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any

such disclosure and if so the Recipient Party shall disclose only to the extent of the Confidential Information required to be disclosed under the Order, rules or statute provided that, so far as it is lawful and practical to do so prior to such disclosure, the Recipient Party shall "promptly notify the other party" of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

**5. Ownership:**

The Confidential Information disclosed by the Disclosing Party to the Recipient Party shall remain the property of the Disclosing Party.

**6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party. Neither the Confidential Information nor anything else in this Agreement will commit or bind the other party to enter into a contract or otherwise or form the basis of any contract which will be constituted solely by any final agreement(s) negotiated and entered into between the parties to this Agreement.

The Disclosing Party makes no representations and warranties of any kind including accuracy, the confidential information would be fit for the purpose herein etc., and Confidential information is provided on 'As is where is and with all faults' basis.

**7. No Assignment:**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

**8. Severability:**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

**9. Delay or Waiver:**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**10. 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 Recipient 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 Recipient Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this Agreement 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 Recipient 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 Agreement.

**11. Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

**12. Dispute Resolution, Jurisdiction and Governing Law:**

Any dispute or disagreement arising between the Parties in connection with the interpretation of any Article or provision of this Agreement, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute related to this Agreement which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other, in writing, that such unresolved disputes or disagreements, shall be settled by arbitration. Such arbitration shall be held in Bengaluru and be conducted in the English Language and all issues and matters arising therein shall be construed in accordance with and be governed by the provisions of Arbitration & Conciliation Centre Rules, 2012 as may be amended from time to time. The parties shall conduct Institutional Arbitration in accordance with the rules of the Arbitration and Conciliation Centre, Bengaluru (Domestic & International) established under the aegis of High Court of Karnataka. The arbitral tribunal shall be comprised of a sole arbitrator to be appointed by Bangalore Arbitration Center. The award of the arbitral Tribunal shall be final and conclusive and binding upon the Parties.

The rights and obligations of the Parties under, or pursuant to, this Agreement, including the arbitration

agreement shall be under the exclusive jurisdiction of the Courts at Bengaluru and shall be in accordance with the Laws of India.

**13. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of **FIVE years** there from. This Agreement shall, unless otherwise extended by mutually, Either Party may terminate this Agreement by mutual consent, for breach, if the defaulting Party fails to rectify the breach within one month notice period issued by the non-defaulting Party. By giving written notice of 30 days in the event of the liquidation, bankruptcy, dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this Agreement. if a Party is Blacklisted by any Govt., Statutory Authorities, body corporate, which make the performance of this Agreement by that Party impossible, in such case that party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility in performing the obligations under this Agreement. Notwithstanding the above, the obligations of the parties under this Agreement shall be in force for two years from the date of expiry or effective date of termination

**14. Entire Agreement:**

This Agreement, including all Annexures, Exhibits and Schedules (if any) attached hereto, shall constitute the entire agreement amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement.

**15. 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.

**16. Variation:**

No variation of this NDA shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

**17. Headings:**

The headings given herein above are for easy reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

**18. Counterparts:**

This Agreement has been signed in duplicate, each of which shall be deemed to be original.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY SEP'2026.

Signed and delivered by

Signed and delivered by

**For BANK NAME**

**For BEML LIMITED**

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Witnesses:

Witnesses:

1.

1.

2.

2.