

BEML LIMITED
(A Govt. of India Mini Ratna Company under Ministry Of Defence)
BEML SOUDHA, No,23/1, 4th Main, S.R.Nagar
BANGALORE-560027

NOTICE INVITING TENDER

Tender Ref No: 6300039504

Dt:12.05.2025

Request For Proposal

Preparation of Comprehensive

DETAILED PROJECT REPORT (DPR) for

Setting up

**“STATE OF THE ART GREEN FIELD ROLLING STOCK
MANUFACTURING PLANT AT BHOPAL,MADHYAPRADESH
FOR COMMUTER RAIL AND METRO CARS INCLUDING
CAR BODY, BOGIE, INTERIOR & EXTERIOR FURNISHING,
ASSEMBLY AND TESTING FACILITIES.**

Tender closing date & time: 10.06.2025 @14.00 hrs

BEML LIMITED invites tenders in three bid system as mentioned below:

- **Pre-Qualification Bid- (Part-A)- to be submitted through Manual Mode**
- **Techno-commercial Bid (Part-B) – through e-mode (BEML SRM portal)**
- **Financial Bid (Part-C) - through e-mode (BEML SRM portal)**

BEML LIMITED invites tenders for preparation of DPR for its State of the Art Green Field Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars including Car Body, Bogie, Interior & Exterior Furnishing, Assembly and Testing Facilities.

All Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender will be hosted on SRM Portal, BEML website www.bemlindia.in and **CPP Portal** only.

Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News-paper in this regard.

Note: - The tender consists of 76 No.of pages including this page.

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1. DISCLAIMER

The information contained in this Tender Document (the “**Bid Document**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of BEML Limited (“**BEML**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BEML to the prospective Bidders who are qualified to submit their Proposal (“**Bids**”). The purpose of this Bid Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BEML. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for BEML, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements, and information contained in this Bid Document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BEML, its employees and Advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BEML accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

BEML may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BEML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. INVITATION FOR TENDER

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

Having been adept in responding to market requirements in the past, the company has been transforming itself continually by strengthening its position in its core businesses, and adding new offerings by diversifying into adjacent opportunities. To lay the foundation for accelerated growth and sustainable financial performance, BEML is looking to significantly augment its business by strengthening and broadening its core businesses and exploring adjacent and new opportunities, with a thrust on exports and globalization with 'Atmanirbhar Bharat' or 'self-reliance' as the driving theme.

As a part of this overarching objective, BEML is in the process of building a DPR for its State of the Art Green Field Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars including Car Body, Bogie, Interior & Exterior Furnishing, Assembly and Testing Facilities.

BEML Ltd hereby invites bids from reputed consultancy firms for subject works under two-part bid system based on terms and conditions specified in this Request for Quotation (RFQ) document.

The selection of the consulting firm for this project will be done under Quality Cost Based System (QCBS) method as detailed in the RFQ document

3. Order of Precedence

- 1.** Notice Inviting Tenders
- 2.** Special Conditions of Contract
- 3.** General Conditions of Contract
- 4.** Instructions for Bidders
- 5.** Corrigendum/Addendum/Amendment/Clarifications

4. KEY POINTS

1	Tender Ref	6300039504
2	Nature of Work	For preparation of DPR including detailed structural designs, and drawings for the construction of Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars.
3	Date of Issue of Tender	12.05.2025
4	EMD (Earnest Money Deposit)	EMD to be submitted as per part -A
5	Availability of RFQ document	BEML SRM portal, BEML Website www.bemlindia.in (Under Tenders section of website) & CPP Portal.
6	Submission for pre-bid query	One day before pre-bid meeting 29.05.2025 at 17:00 Hrs IST.
7	Pre-bid meeting	Pre-bid meeting will be organized through video conference, interested bidders are advised to send the e-mail to tirthabharati.samal@bemlltd.in for the participation on or before 29.05.2025@17:00 Hrs to share the video conference link for the pre-bid meeting schedule on 30.05.2025@11:30 Hrs
8	Last date for submission of Bid	10.06.2025 at 14:00 Hrs IST.
9	Date of opening of Pre-qualification Bid (Manual Mode)	10.06.2025 at 14:30 Hrs IST.
10	Date of opening of Technical Bid	10.06.2025 at 17:00 Hrs IST.
11	Date of Bidders presentation	Presentation, as part of QCBS evaluation, to be made by the bidders team within 3 working days from the date of communication from BEML
12	Opening of Financial Bid	Date and Time will be notified to only those Bidders whose Techno-commercial bids are qualified.

5. TYPE OF TENDER

The tender consists of three parts: -

Sl. No	Nature of Bid	Mode of Submission	RFQ
A	Pre-Qualification Bid	Manual Mode	Pre-Qualification Criteria
B	Technical Bid	E-mode (BEML SRM Plat form)	Techno commercial Bid submission
C	Financial Bid	E-mode (BEML SRM platform)	Financial Bid Submission

BEML to receive Bids comprising of Pre-Qualification Bid through Manual mode and Technical Bid, Financial Bid through e-mode SRM portal from prospective Bidders desiring to be selected as Consultant for preparation of DPR for its green field project for construction of Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars.

6. INSTRUCTION FOR BIDDERS

6.1 This tender is designated as the tender from reputed organizations for preparation of DPR for its green field project for construction of Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars for the period specified in this RFQ.

- This tender enquiry is not transferable under any circumstances.
- All the documents shall be uploaded in PDF Format in SRM platform.
- Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers of such parties indulging in such activities are liable for rejection.
- Bidder shall ensure that all the information & documents submitted by them are true & correct.
- Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, EMD submitted by such bidders shall be forfeited at the discretion of BEML.
- In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- The bidder shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System. No corrections/ revisions will be entertained after closing date and time of tender.
- Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to admin.srm@beml.co.in (Contact person: Mr.Krishna Mohan)
- Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.
- Fax/email quotations are not acceptable.

- Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.

6.2 TENDER DOCUMENT

The complete tender document has been uploaded on the BEML tender portal (please refer website: www.bemlindia.in, [CPP Portal and BEML SRM Portal](#)). The bidder is expected to download and study the complete BID document, including all instructions, specifications, conditions, scope and other requirements given in the document. The BID document together with all its attachments thereto shall be read, understood, and accepted by the bidders as one document. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the BID will be hosted on tender portal only. Bidders should regularly visit this portal to keep themselves updated; no separate advertisement shall be published in the newspaper in this regard.

6.3 Amendment of tender document

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

6.4 Language

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

6.5 Bid Clarifications / Pre-Bid Meeting

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

The pre-bid meetings for clarifying any doubts with respect to the RFQ document will be held through Video-Conference, interested bidders are advised to send the email to tirthabharati.samal@bemltd.in for the participation on or before 29.05.2025 to share the video-conference link.

Bidders are requested to submit their queries on the RFQ if any, latest by 29.05.2025@17:00 Hrs (IST) one working day prior to the day of pre-bid Video-conference meeting. No further opportunity after pre-bid Video-conference meeting will be granted to seek clarifications.

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

PRE-BID MEETING:-

1. A pre-bid meeting would be held to clarify any concerns bidders may have with the scope of work, documents submittals and any other requirements.
2. Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 30.05.2025 at 11.30 AM through Video Conference.
3. Any queries/clarification/information/details required by the bidder may be sent to the following e-mail addresses: tirthabharati.samal@bemltd.in
4. The queries / clarifications sought need to be sent in advance on or before 29.05.2025. The decision of BEML on this will be final & binding.
5. It is suggested that all the bidders may participate in the pre-bid meeting & obtain all the clarifications before submitting the bids.
6. Non-attendance at the Pre-Bid meeting will not be a reason for disqualification of a Bidder.
7. Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting, shall be made by BEML and the same will be hosted on BEML website as corrigendum.
8. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website www.bemlindia.in only and no separate communication will be given.
9. Bidders should regularly visit BEML's website to keep themselves updated on this tender.
10. No separate advertisement shall be published in the News paper in this regard & no bidder will be individually/separately informed of the same.
11. All Corrigenda, Addenda, Amendments, Clarifications etc, if any, thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part technical bid.

6.6 Signing of the bids

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

6.7 Bid Due Date

Bids should be submitted on or before 05.06.2025 @1400 hours IST on the Bid Due Date or extended date/time if any, at the address provided. Bids received after the specified time of their submission shall be treated as 'Late' and shall not be considered under any circumstances. BEML at its discretion, may extend the bid submission date. Information related to the same shall be hosted on the tender portal.

6.8 Modifications/ substitution/ withdrawal of Bids

Bidder may modify their bids in SRM online portal on or before closing date and time indicated in tender.

6.9 Bid Validity

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

6.10 Bid Opening

The Qualification proposals of the bids will be opened at the time, date and place as specified in 'Key Details' in Section I of Bid document in the event of the specified date of Bid opening being declared a holiday for BEML, the Bids shall be opened at the appointed time on the next working day.

The Envelope comprising of pre-qualification bid will be opened on the date as stipulated in the Key details in Section-I. Qualified Bidders will be processed for further technical evaluation. The qualified Bidders will be required to make a presentation before the **Techno-commercial Evaluation Committee** constituted by BEML. Technical proposal of the Bidders whose Qualification proposals are in accordance with the tender stipulations will be opened and the Bidders invited to give presentation.

6.11 Opening of Financial Bids

Financial bid of Bidders who qualify in the technical evaluation and score equal to or 70 % in the technical bid will only be opened on the date and time, which will be notified to the bidders who qualify in technical evaluation. Bidder's representatives who are present shall sign a register evidencing their presence.

6.12 Evaluation

The evaluation of bids shall be carried out as per Section- 7B(iii) "Evaluation of bids" (Page-No:31-34)

6.13 Notification of Award

Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Acceptance sent through fax to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

6.14 Signing of PO as per PO terms.

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

6.15 Encashment of Bank Guarantee:

The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance.

If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.

The decision of BEML LTD will be final with regard to the encashment of Bank Guarantee and the extent thereof.

6.16 Right to accept or reject any or all Bids

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

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

BEML reserves the right to reject any Bid if:

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

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

6.17 Extension of validity of Bid:

If it becomes necessary, BEML may request the parties, in writing, to extend validity of Bid. The parties shall have the right to refuse such extension without forfeiting their EMD. In case a party extends the validity then it shall also extend the validity of its EMD for corresponding period.

6.18 Confidentiality

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

6.19 Proprietary data

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

7 Tender Details

7 A PART – A Pre-Qualification Bid-

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Remarks
ENVELOPE - Pre-qualification Bid- Manual Mode			
1	Check List	Annexure-1	To be submitted manually
2	Earnest Money Deposit (EMD)		To be submitted as per tender
3	Bid form	Annexure-2	To be submitted manually
4	General Declaration Certificate	Annexure-3	To be submitted manually
5	Financial Capacity of Bidders	Annexure-4	To be submitted manually
6	Power of Attorney	Annexure-5	To be submitted manually
7	Integrity Pact Agreement	Annexure-6 Annexure-J1	To be submitted manually
8	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-7	To be submitted manually

Pre-qualification bid should have following eligibility documents, The bidders shall mandatorily meet all of the following criteria to be eligible to participate in the combined technical and financial bidding process.

- 1) Earnest Money Deposit (EMD)
- 2) Information in the prescribed format as in (Annexure-2 to Annexure-4- i.e Bid form, General declaration form, Financial capacity of the bidders) and supporting documents.
- 3) Power of Attorney for Signing of Bid in Annexure-5.
- 4) Integrity Pact Agreement – Annexure-6
- 5) Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque) -Annexure-7
- 6) The bidder should have at least an average annual turnover in India of INR 100 Crore from consulting works during the last three years, 2020-21; 2021-22 & 2022-23. Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders. In case audited results for 2019-20 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant may be submitted. Information to be submitted as per Annexure-4.

Earnest Money Deposit (EMD)

- EMD or EMD Exemption Certificate to be submitted
- Every bidder shall deposit an amount as per of Rs.13.50 Lakhs (Thirteen lakhs Fifty Thousand only) as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:
- Account Payee Demand Draft / Banker's Cheque in favour of BEML Limited from any of the commercial bank
(OR)
- An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-A having a validity period of bid validity (120 Days) + 45 days from the date of opening of Tender.

OR)

- Through NEFT / RTGS/online in favour of BEML Limited. (Division Bank A/c details and IFSC)
Online payment : Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
 - i) Read the terms & conditions, tick the acceptance box and click on Proceed.
 - ii) In 'Select State' dropdown, select All India and click on the Go button.
 - iii) In 'Select Payment Category', select EMD/ Tender Fee.
 - iv) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount as per RFQ

- Exemption for payment of EMD:

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid Udyog Aadhar certificate or Udyam Registration Certificate for EMD exemption.

- Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
- The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity (180 days)+ 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- General Instructions about EMD:
- Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.

- EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate /BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- EMD lesser than Rs 13.50 Lakhs/ -will not be accepted and the quotation is liable to be rejected.
- EMD of technical disqualified bidder's will be returned.
- EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- EMD does not carry any interest on return.
- EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever .
- The Earnest Money / Bid Guarantee deposited is also liable to be forfeited (encashed in case of BG if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.
- No interest will be payable by the Purchaser on the EMD / Bid Guarantee.
- Cheque and other mode of payment will not be accepted.
- The Demand Draft must be sent through courier in a sealed cover & should reach BEML Soudha half hour before the closing date & time of e- bid, failing which, the tender will be rejected.
- The Earnest Money Deposit through RTGS will be returned.
- For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 5% of the Contract value after award of Contract.
- Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders, without any interest.
- The Earnest Money Deposit will be Forfeited under the following circumstances:
 If the bidder withdraw/modifies the offer during the Validity Period of the tender.
 If the successful bidder withdraws the offer after acceptance of the contract.
 If the successful bidder fails to furnish a Performance Bank Guarantee (PBG) as specified in bank guarantee format against this tender within the specified period for satisfactory execution of contract.

Refund of EMD:

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria.
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

- **IMPORTANT NOTE to submit EMD, Integrity Pact & other specified documents.**
- Bidders to ensure submission of EMD, Integrity Pact & other specified documents in tender as pre-qualification bid.
- The name & address of the bidder shall be written legibly on the left hand bottom corner of the envelopes.
- The Envelope containing EMD, Integrity Pact & other specified documents in the tender shall duly be superscripted on the top of the sealed envelope as below
“PRE-QUALIFICATION BID
Bid Invitation No: _____
Closing date & Time: _____
- Pre-Qualification Bid envelope have to reach the address as mentioned below through any fastest mode of courier / speed post/online transfer half hour before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.
General Manager, Corporate Materials BEML LTD, BEML SOUDHA,
23/1, 4th Main, S.R. Nagar, Bangalore – 560 027 KARNATAKA, India
- Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1,
Ground Floor, BEML Soudha, SR Nagar, Bangalore
- The “Pre-Qualification Bid” shall be opened at 15.00 hrs at BEML Soudha, BEML

- Corporate office on the tender due date.
- Technical bids meeting all the pre-qualification criteria alone shall be considered for evaluation.
 - Technical bids shall not be considered for evaluation for the following deviations in pre-qualification bid:
 - Non-submission of Pre-qualification envelope containing EMD, Integrity Pact & other specified documents in tender.
 - Envelopes received without superscription as stated at point (2) above.
 - Envelope containing Pre-qualification Bid not received before the closing date & time of the E-tender.
 - Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.
 - Integrity Pact signed in each page to be submitted in original

Integrity Pact (IP)

The bidders shall have to enter into Integrity Pact (IP) with BEML (**Annexure 6**).

IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption-free manner. The IP as enclosed with the RFQ is to be submitted (duly signed by authorized signatory) along with Qualification Proposal Pre-qualification bid (Envelope – 1). Only those bidders who have entered into such an IP with BEML would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

IEM contact Details:

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri Kasividyasagar, IAS (Retd.) House no 55, Dream valley gated community,
Manikonda, Hyderabad – 500089. Mobile no: 9771407778 Email ID: kasividyasagar@gmail.com

Shri Lt. Gen. Abhay Krishna, (Retd.) 4A-902, Gurjinder Vihar, AWHO Township, Sector CHI-1
Greater Noida, UP – 201310 Mobile no: 9871234353 Email ID: abhayabk@gmail.com

No relaxation shall be accepted with regard to pre-qualification criteria. Only the bidders meeting the above criteria shall be evaluated further for technical bid.

7 B PART – B -TECHNICAL BID

7 B 1. General Terms and conditions:

- 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.
- 1.11 **AUTHORITY OF PERSONS SIGNING DOCUMENT**

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

1.12 Performance Bank Guarantee (PBG)

The successful bidder shall submit Bank Guarantee in the form placed at **Annexure-17** for an amount equal to five percentage (5%) of the contract value to guarantee for the performance of the contract in favor of BEML LTD, Bangalore corporate office, payable at Bangalore from any Scheduled Commercial Bank Authorized by RBI prior to execution of contract with BEML LTD within two (02) weeks from receipt of LOI/PO from BEML LTD. The expiry date of the Bank Guarantee should be 18 months from the date of contract. Further, the bank guarantee should be valid for lodging claim for the period of another 6 months from the date of expiry of the validity date.

Government of India has established NeSL under IBC 2016 with objective of executing Bank documents digitally. NeSL has come out with e-BG platform, wherein BGs are issued in electronic form through NeSL platform. As per NeSL, e-BG eliminate fraudulent BGs, physical storage of BGs, managing the lifecycle of the guarantees and related issues.

In case of non-submission of PBG by finalized bidders before executing the contract, BEML at its sole discretion reserves right to take following course of action:

Forfeiture of EMD submitted by the finalized bidder and Contract will be cancelled & Risk purchase clause as below of this tender enquiry shall be invoked.

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

1.13 Encashment of Bank Guarantee:

The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance.

If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.

The decision of BEML LTD will be final with regard to the encashment of Bank Guarantee and the extent thereof.

1.14 Extension of validity of Bid:

If it becomes necessary, BEML may request the parties, in writing, to extend validity of Bid. The parties shall have the right to refuse such extension without forfeiting their EMD. In case a party extends the validity then it shall also extend the validity of its EMD for corresponding period.

1.15 Confidentiality

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

1.16 **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.

1.17 **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.

1.18 **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”.

1.19 **BRIBES AND GIFTS**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as o the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

1.20 **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.

1.21 **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.

1.22 **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.

1.23 **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.

1.24 **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.

1.25 **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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 SECRECY

- a) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- b) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.
- c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

1.31 TAX CLAUSE

- a) Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.
- b) Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.

- c) Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.
- d) Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier. HSN CODE/CHAPTER ID details are to be indicated along with the applicable GST rates for the respective items. SAC (Service Account code) shall be indicated for the services.
- e) TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. Presently for NRC the applicable TDS is 10.3% and for supplies the applicable TDS is 2%.
- f) TDS (Tax deducted at source) will be applicable on foreign vendors for service purchase orders only and will be deducted as per law of land.

1.32 MODIFICATION, ADDITION AND AMENDMENTS:

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

1.33 ASSIGNMENT OF THIRD PARTY:

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

1.34 Liabilities

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BEML can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.

1.35 Guarantees

The bidder will indemnify, protect BEML against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

1.36 Professional liability

- a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/presentations shall be reviewed by BEML for validation of the suggestions/ progress made. BEML may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh-report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BEML at every stage in order to complete the activities as scheduled.

1.37 Right to implementation

BEML shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

1.38 Modification

Modification of the terms and conditions of this contract, including any modification in the scope or price of the contract, may only be made by written agreement between BEML and the selected bidder.

1.39 Sub-contracting and assignment

This contract shall not be assigned or subcontracted by the consulting firm to any third party without the prior written consent of BEML.

1.40 Registration

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.

1.41 Conflict of Interest

Bidder shall not have a conflict of interest that affects the Bidding Process. Any Applicant / Bidder found to have a Conflict of Interest shall be disqualified. An Applicant / Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

- (a) A constituent of such Bidder is also a constituent of another Bidder; or
- (b) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (d) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (e) Such Bidder, or any Associate thereof has participated as a consultant to BEML in the preparation of any documents, design or technical specifications.
- (f) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of BEML is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental.
- (g) and agreed that inadequacy, lack of completeness or incorrectness of information provided

in the Bid Document or ignorance of any of the matters referred to in this bid document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BEML, or a ground for termination of the Agreement; and

- (h) BEML shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by BEML.
- (i) Agreed to be bound by the undertakings provided by it under and in terms hereof.

1.42 **Banned / Blacklisted**

The bidder should not have been banned from participating in tenders or on holiday list/ blacklist at the time of bidding by BEML or its Administrative Ministry (Ministry of Defence & Public Enterprises). Bidder to submit a declaration as part of General Declaration Certificate-Declaration (Annexure-3).

1.43 **Technical Bid through e-mode SRM Portal**

All documents pertaining to Technical criteria, other than price, should be provided in 'C' folder of BEML SRM portal along with supporting documents as per tender requirement.

7 B(ii) –SCOPE OF WORK

For preparation of DPR: Green field project for construction of Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars with objectives as detailed below:

- a) Take BEML Limited instructions, visit the site, prepare and submit Site and Architectural plans as per requirements including preparation of alternatives and carrying out necessary revision till the plans are finally approved by BEML Limited and Concerned Authorities in accordance with the rules/codes/standards, regulations etc. of Government of India and Respective State Govt. & Statutory local bodies. The firm shall prepare BOQ & Cost Estimates.
- b) The scope of work includes site evaluation/assessment, Land survey, soil analysis & testing, preparation of feasibility reports, preparation of concept/master plan, preparation of detailed architectural and structural design, submission of 3D walk through & 2 D drawings, preparation of DPR (The points mentioned in the below in point (h) to be considered and all other details required for getting Financial assistance from Govt./Private agencies shall be included), preparation of preliminary, working/GFC drawings, preparation of tender documents, BOQ and detailed specifications, planning and design of services including GFC drawings for MEP, HVAC, lifts/elevators, fire detection, fire protection and security system, interior designs, landscape architecture, integrated building management system, STP, WTP, selection of material / approval of samples, periodic inspection and evaluation of works, signage plan and submission of 'as built drawings'.
- c) Prepare required detailed drawings on receipt of approval of the plans by BEML Limited.
- d) Facilitate design and prepare architectural and Structural drawings as applicable, detailed estimates of cost, LMR analysis based on PRICE and all such other particulars as may be necessary for preparation of the bill of quantities. If the rates are not available in Schedule, the rate will be worked out on the basis of the current market rates (PRICE Bhopal)/on the basis of quotations received from standard manufacturers/suppliers.
- e) Assist BEML in execution of work as per GFC drawings through experienced Civil/structural engineers, architects, MEP, HVAC engineers on placement of PO including Certification of bills along BEML Engineers. Assist BEML in Final inspection and closure formalities as the case may be on completion of the work for satisfactory functioning of the machinery, systems, services and utilities of the newly set up manufacturing unit.
- f) Vetting of drawings/documents/designs in respect of concept & master plans, architectural and structural details, all allied services, external development works, selection of equipment and accessories etc. complete for ensuring intended objectives of the project including any alterations /additions. The vetting of the structural drawings shall be done by reputed Engineering colleges/firms viz: IISc or NIT. Making suitable revisions to the GFC drawings during work execution if required and issue of revised GFC drawings
- g) During planning stage, the Architects/or its representatives shall visit BEML office for finalization of plans, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required.

h) Scope of Work includes

1. Company / Promoters' background
 - a. Details of promoters
 - b. Promoters' relevant experience
 - c. Shareholding Pattern
 2. Market Assessment
 - Market Overview
 - Demand-Supply Dynamics
 - Future Outlook
 3. Assessment of Location Attractiveness
 - a. Infrastructure availability
 - b. Connectivity
 - c. Logistics
 - d. Manpower
 4. Project Report preparation
 - a. Project rationale
 - b. Technical Details
 - i. Land requirement
 - ii. Plant and machinery
 - iii. Infrastructure requirement
 - iv. Manufacturing process and technology adopted
 - v. Capacity details
 - vi. Production, wastage, etc.
 - vii. Environmental aspects
 - viii. Statutory approvals
 - c. Project cost details (Land, Civil work, P&M, utility requirements, F&F, preoperative expenses, WC margin, deposits, IDCP, contingency – Details of land cost,)
 - i. Plant layout & Building
 - ii. Implementation schedule
 - iii. Funding mix assessment (depending on the equity contribution)
 - d. Financial Assessment
 - i. Revenue Projections (capacity utilization, product-mix, pricing, etc.)
 - ii. Cost Assumptions (Raw materials, manpower, administrative, repair and maintenance, selling and marketing cost, rentals, etc.)
 - e. Debt schedule (proposed terms of loan, repayment moratorium, repayment period, interest rate, EMI / ballooning, etc.)
 - f. Depreciation schedule
 - g. Tax and MAT working
 - h. Assessment of Fund based credit facility requirement
 - i. Break-even analysis
 - j. Feasibility assessment based on IRR, ROCE, DSCR, NPV, ratio analysis
 - k. Sensitivity Analysis
 - l. SWOT Analysis
 - m. Risks and Mitigation Analysis
 - n. Comment on feasibility
- A. Technical Assessment – to assess the technical feasibility of the project in terms of:
- a. Assessment of processes deployed
 - b. Appropriateness of machineries / technology

- c. Assessment of other input in terms of requirement and availability of raw material
 - d. Assessment of utility requirement and availability
 - e. Infrastructure assessment in terms of land, buildings, utilities, etc.
 - f. Assessment of Manpower planning
 - g. Assessment of Quality control measures adopted
 - h. Assessment of Implementation Schedule
- B. Project Cost Review – Based on technical assessment, literature study and limited primary survey, to validate the project cost estimates including, but not limited to:
- a. Land acquisition costs
 - b. Construction costs
 - c. Plant & Machinery Cost
 - d. Costs related to government approvals, licenses, etc.
 - e. Project management costs
 - f. Contingencies
 - g. Interest payment expenses
 - h. Any other costs related to construction activity
- C. Financial Analysis – to undertake a detailed analysis to assess the Project’s financial performance, as given below:
- Pro forma Performance Analysis – to prepare the Project’s financial performance in terms of its capital expenditure, debt fund, etc. based on the proposed project plan.
 - Segmental Analysis of Ratios - to conduct an analysis of the Project’s financial performance using the below-mentioned financial ratios:
 - Internal Rate of Return (IRR), ROI
 - Debt Service Coverage Ratio (DSCR)
 - Sensitivity Analysis of the aforementioned ratios as appropriate
 - Break-even analysis
- D. The entire report is required for getting Financial assistance.

Conclusion: basis the industry & market assessment, technical assessment & financial assessment – comment on the overall techno-economic viability of the Project.

Deliverables to be submitted the report, which will include a detailed analysis of the aspects mentioned in the scope of work.

The following will constitute deliverables for the Project:

1. Two printed copies of the final report
2. Soft copy (PDF) of the final report

The required details for preparation of above DPR from BEML, will be shared please.

DELIVERABLES

Sl.No.	Deliverables	Timelines
1	Submission of preliminary report and drawings (soft and 1 Hard copy)	6 Week from the date of receipt of PO
2	Submission of detailed project estimates and drawings (soft and 1 Hard copies)	6 Week from the date of approval of Final Plans
3	The agency should assist BEML till the completion of the Project	Tentatively 12 months from the date of PO (excluding rainy season).

7B(iii) Evaluation of Bidders:

The bidders meeting the pre-qualification criteria shall be evaluated as per the Quality Cost Based System (QCBS) which will include 80% weighted score for quality (Technical bid) and 20% weighted score for the price (price bid).

Evaluation of technical proposal will be as follows:

BEML will constitute a Technical Committee to evaluate the responses of the Bidders in QCBS Method.

The Technical Committee constituted by BEML shall evaluate the responses to the RFQ and all supporting documents / documentary evidence. Inability to submit/upload requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Technical Committee in the evaluation of responses to the RFQ shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

The Technical Committee may right to seek clarifications from the bidder/s for the documents already uploaded by the bidder/s at any point of time during the technical evaluation if required.

The Technical Committee reserves the right to reject any or all proposals on the basis of any deviations.

Quality Cum Cost Based Selection (QCBS) Evaluation Criteria

The broad criteria for evaluation of the bids would be a Quality cum Cost Based System (QCBS) as follows:

Sl. No.	Particulars	Item	Percentage (Weightage)
1	Level-I	Technical Bid Evaluation	80%
2	Level-II	Commercial Bid Evaluation	20%
3	Level-III	Combined Evaluation of Technical & Financial Bid	-
		Total	100%

The score of the bidder, as per the documents submitted, shall be allotted by Evaluation committee constituted by BEML and its decision will be final.

After opening and evaluating the financial proposals of technically qualified bidders, a Relative Technical Score (RTS) & Relative Financial Score (RFS) shall be arrived based on the formulas.

i. Level-I : Technical Bid Score : The Relative Technical Score(RTS) of the Bidder shall be derived as under :

a) $RTS = (TS / HS) * 100$ where,

RTS = Relative Technical Score.

TS = Technical Score obtained by concerned Bidder.

HS = Highest Technical Score obtained among all the Technically Qualified Bidders.

ii. Level-II : Evaluation of Financial Bids: The Financial Bids of the Bidder, who are Technically Qualified shall be considered to determine Relative Financial Score (RFS) and shall be derived as under:

a) $RFS = (LFB / QFB) * 100$ where,

RFS= Relative Financial Score.

LFB= Lowest total quoted Financial Bid per year among all the
Technically Qualified Bidders

QFB = Total Quoted Financial Bid per year by concerned Bidder

viii. Level-III : Combined Evaluation of Technical & Financial Bid : A Final

Composite score shall be arrived as per the following formula based on the weightage mentioned in technical scoring criteria

$$\text{Final Score} = (\text{RTS} \times 80\%) + (\text{RFS} \times 20\%)$$

The proposal with the Highest Final Score (quality and cost) as per the predefined formula shall be declared as the “Selected Bidder”.

In the event that there are 2 or more bidders having the same weighted composite score after technical and financial evaluation, the bidder securing the Highest Relative Technical Score (RTS) will be declared as “selected Bidder” for award of the Contract.

For example:

	Technical Evaluation		Financial Evaluation		Result
Weightage	80%		20%		
	Marks	Score Calculated	Marks	Score Calculated	
Bidder 1	75	83	120	83	83
Bidder 2	80	89	100	100	91.2
Bidder 3	90	100	110	91	98.2

Technical Evaluation Criteria

Bidder Should score more than or equal to 39 marks out of 70 marks in the Technical Bid evaluation to be qualified for the technical presentation.

Bidder Should score more than or equal to 17 marks out of 30 in the technical presentation evaluation to be qualified for commercial evaluation.

Only those bidders who have achieved qualifying technical score both in technical bid documents and technical presentation will be treated as Technically qualified and only their financial proposals will be opened.

The score of the bidder, as per the documents submitted, shall be evaluated by Technical Evaluation committee constituted by BEML and its decision will be final.

#	Criteria	Scale/scheme of marking	Marks
Financial capacity			
A	Average annual turnover of the bidder from consulting works in India during last three years (2021-22 2022-2023, 2023-24)	INR >=300 Crores 10 marks INR >=250 Crores and INR <=300 Crores-8 marks INR >=175 Crores and INR <=250 Crores-6 marks INR >=100 Crores and INR <=175 Crores-4 marks INR >=100 Crores-2 mark	10 (Pls. refer Annexure 9)
B Experience of the bidder during the last 5 years (2019-20 to 2023- 24 (max marks: 25)			
i.	No of works undertaken in last 5 years among schedule A Indian public sector companies/ MoD/Government of India / State Government, each having a value of at least Rs. 3 Crore/ - (2019-20, 2020-21, 2021-22 2022-2023, 2023-24)	5 projects and above-20 Marks. For no. of projects below 5, scoring will be done on pro-rata basis.	20 (Pls. refer Annexure-10)
ii	No of works undertaken in similar industries in India (other than projects indicated in point B(ii) above) in last 5 years, each having a value of at least Rs. 1 Crore /-(2019-20, 2020- 21, 2021-22 2022-2023, 2023-24)	10 projects & above- 20 Marks For no. of projects below 10, scoring will be done on pro-rata basis.	20 (Pls. refer Annexure-11)
#	Criteria	Scale/scheme of marking	Marks
Team and Expert profiles			
C1	Number of full time consultants on its payroll in India, who are dealing in preparation of DPR.	≥50 and < 80: 5 Marks ≥80 and < 100: 7 Marks ≥100: 10 marks	10 marks (Certificate signed by the Authorized signatory on official letterhead (as per enclosed Annexure-12)

C2	Project Director / Team leader : Graduate in Civil Engg. / Architecture / equivalent degree with MBA preferred who will be Single Point of Contact for execution of DPR.	Full-time employee of the consultant for last 5 years with minimum 15 years of relevant experiences.	10 marks
		Full-time employee of the consultant for last 5 years with 10 to 15 years of relevant experiences.	7 marks
		Full-time employee of the consultant for last 5 years with 5 to 10 years of relevant experiences.	5 mark (Pls. refer Annexure-13)
Presentation -In Person Only			
D	Understanding of Scope, Deliverables, Approach, Methodology & Past Success Stories (to be evaluated on the basis of presentation)	Presentation to cover Approach for preparation of DPR: To cover all Government / statutory approvals and the methodology to obtain the same. Approach for architectural, structural design and drawings including preparation of alternatives and carrying out necessary revisions. Tools, frameworks, timelines and methodology that will be used. Any other relevant information	30
		TOTAL	100

Opening of Financial Bids

Financial bid of Bidders who qualify in the technical evaluation and secure equal to or 70 % in the technical bid will only be opened on the date and time, which will be notified to the bidders who qualify in technical evaluation. Bidder's representatives who are present shall sign a register evidencing their presence.

7B (iv) SPECIAL CONDITIONS OF CONTRACT

1.44 Contract period

Contract shall be for a period of one year (12 Months) from the zero date. The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BEML, BEML may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BEML and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

1.45 Global resource sharing

All the global resources including domain area experts of the bidder should be available to BEML for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources, (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

1.46 Payment terms:

100% payment on 30th day after submission of reports & duly certified by User Department.

1.47 Price escalation

The rates will be valid until the entire scope of the RFQ. No escalation in the rates shall be accepted during the entire period of the contract.

1.48 Variation in taxes & duties

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or any extension thereof for reasons solely attributable to BEML. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BEML at actual. The reimbursement under this clause is restricted to the direct transaction between BEML and consulting firm only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's techno-commercial bid but before the opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BEML for reimbursement of tax or reassessment of bid.

Agency Policy-Corrupt and Fraudulent Practices

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance. By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”*, and that (ii) *“the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”*.

Moreover, the Agency requires including in the Bidding Documents and Agency financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

Reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anticompetitive practices in view of being awarded the contract;

Declare mis-procurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti- competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

a) Corruption of a public officer means:

The act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity;

or

The act by which a public officer solicits or accepts, directly or indirectly, an undue

advantage of any kind for himself or for another person or entity, for such public officer to act or refrain

from acting in his official capacity.

b) A "*public officer*" shall be construed as meaning

any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

any other person defined as a public officer by the national laws of the Employer.

c) Corruption of a private person means:

the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

e) Anti-competitive practices means:

any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.

any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.

any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

7 C - FINANCIAL BID through e-mode SRM Portal.

Price Bid to be submitted through online SRM Portal.

SN	Item description	Price in INR excluding GST
1	Lump-sum charges for Preparation of DPR, detailed structural designs and drawings for the construction of Rolling Stock Manufacturing Plant at Bhopal, Madhya Pradesh for Commuter Rail and Metro Cars.	Rates to be entered in the Price Conditions tab in SRM System only considering the entire scope of work

PAYMENT SCHEDULE MILESTONES & PENALTY

Stage	Mile Stone	% Payment	Cumulative Percentage Payment
Stage-1	On submission of Preliminary Report and Drawings	30%	30%
Stage-2	On submission of Detailed Estimates and Drawings	50%	80%
Stage-3	On completion of project	20%	100%

The finalized price would be firm during pendency of contract. BEML Limited will not pay any amount as advance to the selected bidder.

Note: Payment shall be made in INR. Payment shall be made after deductions of applicable taxes, duties etc

ANNEXURE-1

CHECKLIST

(To be filled by the bidder and submit along with the Part-A bid in Envelope)

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Confirmation Y/N
Part-A			
ENVELOPE - Pre-qualification Bid- Manual Mode			
1	Earnest Money Deposit (EMD)		To be Submitted As per tender
2	Bid form	Annexure-2	To be submitted manually
3	General Declaration Certificate	Annexure-3	To be submitted manually
4	Financial Capacity of Bidders	Annexure-4	To be submitted manually
5	Power of Attorney	Annexure-5	To be submitted manually
6	Integrity Pact Agreement	Annexure-6 & Annexure-J1	To be submitted manually
7	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-7	To be submitted manually
PART-B			
Technical Bid-through e-mode SRM portal			Confirmation Y/N
1	Clause by Clause	Annexure-8	
2	Average Annual Turnover	Annexure-9	
3	No. of Works under taken from last 5 years	Annexure-10	
4	No. of Works under taken from last 5 years other than MOD, GOI, State Govt.	Annexure-11	
5	No of Full-time consultant in India	Annexure-12	
6	Project Director/Team Leader/Graduate in Civil Engineering/Architecture	Annexure-13	
7	Undertaking	Annexure-14	
8	Solvency Certificate	Annexure-15	
9	Agency Compliance	Annexure-16	
10	PBG Format	Annexure- 17	
11	Non-Disclosure Agreement	Annexure-18	
12	Contact Details of Bidder	Annexure-19	
13	Certificates Copies to be submitted: . Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration V. Proof of Arrangement with the parent		

14	Confirm that all page's subsequent clarifications/ corrigendum are signed, dated & stamped and to be uploaded in SRM portal	Bidder to Confirm	
15	Part-A to be submitted Manual Mode Part-B & Part-C bids to be submitted in e-mode SRM portal.	Bidder to Confirm	
16	Part-B bid is accompanied by an unpriced price schedule and does not contain any financial bid information	Bidder to Confirm	
17	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to Confirm	
Part- C			
Financial Bid – Through e-mode SRM Portal			
	Price schedule	As per tender	
1	Price bid to be quoted in SRM portal only	Bidder to confirm	Price bid to be quoted in SRM portal only
2	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	

Place & date

Signature & seal of the Authorized Signatory

ANNEXURE-2

BID FORM

(To be typed in the letterhead of the bidder)

To,

(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/ Madam,

Having examined the RFQ No.6300039504 we, the undersigned, hereby offer to provide DPR services in conformity with the terms and conditions of RFQ

We are Submitting “Pre-qualification bid (Part-A) through manual mode, Techno- commercial bid, (Part-B)” and Financial Bid (Part-C) through e-mode SRM portal with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the Financial Bid and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document.

Should our offer be accepted by BEML for Award, we further agree to furnish Performance Bank Guarantee (PBG) (5% of Contract Value) for the work as provided for in the RFQ Conditions within the stipulated time as indicated by BEML.

We further agree to execute all the works referred to in the said Request for Quotation upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Until a formal contract is prepared and executed, this bid, together with your LOI/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory

ANNEXURE-3

GENERAL DECLARATION CERTIFICATE

To,
(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/Madam,

Sub: Declaration by the authorized signatory

Ref: Tender Ref No: 6300039504

I, [•] hereby certify that all the information and data furnished with regard to this RFQ Tender Ref. No. 6300039504 are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by BEML.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying / supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/termination of contract. BEML shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of BEML.

We hereby declare that we have not been placed on any holiday list or blacklist declared by BEML or its Administrative Ministry (Ministry of Defence).

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory

ANNEXURE-4

Financial Capacity of the Bidders

Average annual turnover of the bidder from consulting works in India during last three years (2020-21, 2021-2022, 2022-23)

Average Annual Turnover of the bidder

Sl. No.	Financial Year	Annual Turnover
1	2020-21	
2	2021-22	
3	2022-23	

This is to certify that ----- (name of the bidder), annual turnover shown above against the respective years is correct as by the accounts of the bidder

Note : In case audited results for 2022-23 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted

**Signature of statutory auditors/
chartered accountant**

Signature of CEO/ MD

Seal of the firm Place
Date

ANNEXURE-5

POWER OF ATTORNEY

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarized)

Know all men by these presents, that I/We----- (name of the firm/consortium members and address of registered office) do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s BEML Limited, BEML Soudha, 23/1,4th Main, S.R.Nagar, Bengaluru, 560027 in connection with [•] vide Tender Ref No. 6300039504 dated :12.05.2025

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as maybe lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

In witness where of the common seal of the company has been here unto affixed in the manner hereinafter appearing on the document.

Place & date

Witness

Signature of Mr/Ms.....(Attorney)

Notary public

Attested by: CEO/MD

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

INTEGRITY PACT

Pre-contract INTEGRITY PACT is reproduced as below:

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

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution

c. The Principal will exclude from the process all known prejudiced persons. (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is 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 take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

i. 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.

ii. 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 Transgression

I The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

ii. 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

I The Bidder(s)/ Contractor(s) undertaker(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.

iii. 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)/Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor 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

i. The Principal appoints competent and credible Independent External Monitor for this Pact.

ii. 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.

iii. 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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

iv. 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.

v. 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.

vi. 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, shall the occasion arise submit proposals for correcting problematic situations.

vii. 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.

viii. 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

i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.

ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all

partners or consortium members.

iv. Shall 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.

v. 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)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) ----- (Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) ----- (Name & Address) -----

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.com.

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 shall be submitted by the 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 is 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.

IEM contact Details:

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri E. K. Bharat Bhushan, IAS (Retd.)

Flat No. 5151, Sobha City, Puzhukkal,

Thrissur, Kerala - 680 553.

Ph: +91 9400797777

Email: bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)

1042, B-1, Vasant Kunj (Near Fortis Hospital)

New Delhi - 110 070.

Ph: +91 9811420440

Email: er.akhilesh@yahoo.co.in

ANNEXURE-7

BID GUARANTEE FORMAT

Ref:
To,
BEML LIMITED
BEML Soudha ,No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No..... dated
-----M/s..... herein after
called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....
As an irrevocable Bank Guarantee against Bid Guarantee amount of
Rs.....(In words
and figures) valid for days from.....is required
to be submitted by the Bidder as a condition for participation in the said bid, which amount is
liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal
or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance
of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period.
(3) Failure to furnish the valid contract performance guarantee by the bidder within one month
from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned
in the bid documents.

We, theBank at.....having our Head
office at(Local address) Guarantee
and undertake to pay immediately on first demand by BEML LIMITED, the amount of
Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand
made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute
or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to
(This date shall be 60 days after the date for which the bid is valid). If any further extension of
this guarantee is required the same shall be extended to such required period (not exceeding
one year) on receiving instruction from M/s.....
..... on whose behalf this guarantee is
issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

ANNEXURE-8

COMPLIANCE REPORT to 7 B Technical Bid

(To be submitted along with Technical Bid)

Bid Invitation No **6300039504**

Firm **:**

Item details **:**

Sl. No.	Terms / Clause	Complied	Non-complied	Remarks
1.	7 B 1.1 to 1.10 General Terms and conditions			
2.	7 B 1.11. Authority of Persons Signing Document			
3.	7 B 1.12 Performance Bank Guarantee (PBG)			
4.	7 B 1.13 Encashment of Bank Guarantee:			
5.	7 B 1.14. Extension of validity of Bid:			
6.	7 B 1.15 Confidentiality			
7.	7 B 1.16. Appropriation			
8.	7 B 1.17 Applicable Laws and Jurisdiction of Courts			
9.	7 B 1.18 Intellectual Property Rights; Licenses			
10.	7 B 1.19 Bribes and Gifts			
11.	7 B 1.20 Jurisdiction			
12.	7 B 1.21 Arbitration			
13.	7 B 1.22 Force Majeure Clause			
14.	7 B 1.23 Drawings and Documents			
15.	7 B 1.24 Non-Disclosure and Information Obligations			
16.	7 B 1.25 Fall Clause			
17.	7 B 1.26 Contract Variations: Increase or Decrease in the scope of supply			
18.	7 B 1.27 Penalty / Liquidated Damages:			
19.	7 B 1.28 Non-Waiver of Defaults			

20.	7 B 1.29 Assignment of Rights and Obligations; Sub-Contracting:			
21.	7 B 1.30 Secrecy			
22.	7 B 1.31 Tax Clause			
23.	7 B 1.32 Modification, Addition and Amendments			
24.	7 B 1.33 Assignment of Third Party			
25.	7 B 1.34 Liabilities			
26.	7 B 1.35 Guarantees			
27.	7 B 1.36 Professional liability			
28.	7 B 1.37 Right to implementation			
29.	7 B 1.38 Modification			
30.	7 B 1.39 Sub-contracting and assignment			
31.	7 B 1.40 Registration			
32.	7 B 1.41 Conflict of Interest			
33.	7 B 1.42 Banned / Blacklisted			
34.	7 B 1.43 Technical Bid through e-mode SRM Portal			

Part of ANNEXURE-8

COMPLIANCE REPORT to 7B (iv) Special Contract Conditions

(To be submitted along with Technical Bid)

Bid Invitation No **6300039504**

Firm :

Item details :

Sl. No.	Terms / Clause	Complied	Non-complied	Remarks
1.	Contract period			
2.	Global resource sharing			
3.	Payment terms:			
4.	Price escalation			
5.	Variation in taxes & duties			

ANNEXURE-9

Applicable for section-7B(iii) of A

Average annual turnover of the bidder from consulting works in India during last three years (2020-21, 2021-2022, 2022-23)

Average Annual Turnover of the bidder

Sl. No.	Financial Year	Annual Turnover
1	2020-21	
2	2021-22	
3	2022-23	

Certificate from Statutory Auditors/ Chartered Accountant

This is to certify that----- (name of the bidder), annual turnover shown above against the respective years is correct as by the accounts of the bidder

Note : In case audited results for 2022-23 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD may be submitted

Signature of Statutory Auditors/ Chartered Accountant

Signature of CEO/ MD

Seal of the firm Place

Date

ANNEXURE-10

Applicable for section-7B(iii) of B (i)

Experience of the bidder during the last 5 years (2019-20, 2020-21, 2021-22 2022-2023, 2023-24)

(To be typed in the letterhead of the bidder)

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

Signature of CEO/ MD

Place & date

ANNEXURE-11

Applicable for section-7B(iii) of B (ii)

Experience of the bidder during the last 5 years (2019-20, 2020-21, 2021-22 2022-2023, 2023-24)

(To be typed in the letterhead of the bidder)

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

Signature of CEO/ MD

Place & date

ANNEXURE-12

Applicable for section- 7 of C 1

Experience of Number of full time consultants on its payroll in India who are dealing in preparation of DPR

SN	Number of full time consultants on its payroll in India who are dealing in preparation of DPR
1	

Documents to submit: Copy of documentary evidence in support of the above self-certification by CEO/ MD/ may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

Signature of CEO/ MD

Place & date

ANNEXURE-13

Applicable for section- 7 of C 2

Project Manager:

Project Director / Team leader :

Graduate in Civil Engg. / Architecture / equivalent degree with MBA preferred who will be Single Point of Contact for execution of DPR.

Full time employee details from last 2 years : Employer certificate to be submitted with company letter head.

SN	Name of Project Director / Team leader	Graduate in Civil Engg. / Architecture / equivalent degree with MBA	Full Time Employee	No. of Years of Experience
1				

Supporting Documents to be submitted for the above.

Signature of CEO/ MD

Place & date

ANNEXURE-14

UNDERTAKING

[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

ANNEXURE-15

SOLVENCY CERTIFICATE

**To,
The General Manager
Corproate Materials
S R Nagar
BEML Limited
Bengaluru-560027**

Name of the work: Tender for “[Insert name of the work/project here]”

This is to certify that to the best of our knowledge and information M/s _____ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs.____(Rupees).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is issued at specific request of the customer for tender purpose.

Date:
Place:

**Signature of Authorized signatory of
bank: Name of Authorized signatory
of bank:
E-mail id of Bank/Authorized signatory of
bank: Power of Attorney number of
bank official:**

Note:

1. Solvency Certificate should be on letter head of the Bank
2. Email id of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

ANNEXURE-16

- The agency shall comply with the provisions of the following acts :
 - Contract Labour (Regulation & Abolition) Act, 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)

ANNEXURE-17

FORMAT OF PERFORMANCE BANK GUARANTEE FOR SERVICE CONTRACT

Note:

- 1. This guarantee should be furnished by **Scheduled Commercial Bank in India authorized by Reserve Bank of India only.**
- 2. This bank guarantee should be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 200./-)

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

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

The Dy. General Manager (...)

BEML Limited

.....

M/s(Name of the Transport Contractor) having their office atand its Registered office at(hereinafter called the contractor) has entered into an agreement No.....(hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned transport of Components / Engineering Goods on the terms and conditions in the said agreement.

In terms of the said agreement the Transporter is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Transporter of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the contractor to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto**xx/xx/xxxx (date)** or the extended period if any.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 30 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto**xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

ANNEXURE-18

NON – DISCLOSURE AGREEMENT

BETWEEN

BEML LIMITED

AND

NAME OF THE BIDDER



NON – DISCLOSURE AGREEMENT

BETWEEN

BEML LIMITED

AND

NAME OF THE BIDDER

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 Project.

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 In order to pursue the preparation of DPR, both Parties recognise that there is a need to disclose certain Confidential Information. Confidential information is to be used only in the pursuit of the Project. The information provided by the Disclosing Party shall be subject to the terms of this NDA.

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.

2. **CONFIDENTIAL INFORMATION**

2.1 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 of BEML 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. The terms and existence of this NDA, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this NDA.

2.2 The information disclosed by the Disclosing Party under this NDA shall be treated as Confidential Information by the Receiving Party and shall be disclosed either:

2.2.1 in writing; or

2.2.2 by delivery of items; or

2.2.3 by initiation of access to Information, such as may be in a data base; or

2.2.4 by oral or visual presentation.

2.3 If the Confidential information is disclosed by means of oral explanation or other intangible form, confidential information shall be identified by the Disclosing Party as confidential at the time of disclosure and shall be provided in writing to the Receiving Party within seven (7) days of such disclosure.

2.4 The Confidential Information shall be considered valuable trade secrets, owned by the Disclosing Party. The Disclosing Party shall retain all right, title, and interest in the Confidential Information.

3. **NON-DISCLOSURE**

The Receiving Party shall use the Confidential Information only for the purposes stated above. The Receiving Party recognises that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorised persons. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.

4. **RECEIVING PARTY'S OBLIGATIONS:**

4.1 The Receiving Party undertakes:

4.1.1 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;

4.1.2 not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.

4.1.3 to comply with any other reasonable security measures requested in writing by the Disclosing Party;

4.1.4 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;

4.1.5 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.

4.2 The Receiving Party must not disclose any Confidential Information to any third party except that the Receiving Party may disclose the Confidential Information:

4.2.1 to its employees, consultants and agents including employees of any legal entity that it controls or with which it is under common control (the "**Representatives**"), on a 'need to know' basis for the purpose of the NDA, but the ultimate obligation to protect the confidential information shall be on the Receiving Party; and

4.2.2 to any other party with the Disclosing Party's prior written consent.

4.3 The Receiving Party must, prior to disclosing any Confidential Information to third party, enter into a written agreement with such third party to whom the information is being disclosed so as to ensure that such party treats the information as 'Confidential Information' in accordance with the terms of this NDA.

4.4 The Receiving Party may disclose the Confidential Information to the extent only it is required by law. However, the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.

5. **EXCEPTIONS**

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

5.1.1 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;

- 5.1.2 is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
- 5.1.3 is disclosed with the prior written consent of the Disclosing Party; or
- 5.1.4 is required to be disclosed pursuant to law, and then only to the extent ordered by the governmental authority or court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to give the Disclosing Party notice of such disclosure as soon as practicable and cooperate with the Disclosing Party, at the Disclosing Party's expense, to minimise any such disclosure and shall only disclose that portion of the Confidential Information required by such authority or court.

6. 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.

7. 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. The Receiving Party agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement

8. TERM

The term of this NDA shall be for period of one year from the Effective date . The term of this

NDA may be extended by mutual agreement.

9. **TERMINATION**

9.1 This NDA shall terminate upon happening of any of the following events:

9.1.1 Termination by mutual consent.

9.1.2 Termination by either party due to breach of any of the covenants hereof by the other, with three months' prior written notice to the defaulting Party.

9.1.3 If any of the Parties is declared insolvent/bankrupt by a competent court of jurisdiction etc., resulting in that Party's inability to perform the obligations under this Agreement.

9.1.4 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 of either Party to any other third party.

Notwithstanding the above, termination shall not prejudice any obligation that has arisen and accrued prior to the effective date of termination between the Parties. Further that the contents of Article No.4 shall be obligatory on the Parties to the full extent.

10. **RETURN OF CONFIDENTIAL INFORMATION**

Following the request of the Disclosing Party or upon expiry of the term of this NDA or on the early termination of the NDA as above, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copy 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 herein contained.

11. **DISPUTE SETTLEMENT AND JURISDICTION**

In the event of any dispute or differences arising between the Parties, hereto relating to the interpretation or otherwise of the terms and conditions under this Agreement, the same will be mutually discussed and amicably settled between the Parties by negotiations, mediations or conciliations. The disputes which are not settled as above, shall be settled by arbitration in accordance with the rules of Arbitration of the India International Arbitration Centre (IIAC), New

Delhi, and the award made in pursuance thereof shall be binding on the Parties. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed mutually by the Parties or in accordance with the Rules of IAC. The arbitration proceedings shall take place at Bengaluru or New Delhi, if Bengaluru venue is not available, and be conducted in the English Language. The Arbitration proceedings will be administered by the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023

Courts at Bengaluru alone will have jurisdiction to entertain, try and adjudicate matters connected with this NDA.

12. MISCELLANEOUS

- 12.1 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.
- 12.2 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.
- 12.3 Successors and Assigns: The Receiving Party shall have no right to assign its rights under this NDA, whether expressly or by operation of law, without the written consent of the Disclosing Party. This NDA and the Receiving Party's obligations hereunder shall be binding on the Representatives, permitted assigns and successors of the Receiving Party and shall inure to the benefit of the Representatives, assigns and successors of Disclosing Party.
- 12.4 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.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA in the presence of the following witnesses.

for BEML LIMITED

for Name of the Bidder.

Name :

Name :

Designation :

Designation :

Address :

Address :

Signature :

Signature :

WITNESSES:

1

2

Name : _____

Name : _____

Designation : _____

Designation : _____

Address : _____

Address : _____

Signature :

Signature :

ANNEXURE-19

CONTACT DETAILS OF THE BIDDER

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

1) Contact Person details in Marketing Office

(a) Name :

(b) Designation :

(c) Telephone :

(d) Fax :

(e) Mobile :

(f) Email :

2) Head Office :

3) Complete address including the website:

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

5) Complete address of the Plant including Website:

6) Contact person details in plant

(a) Name :

(b) Designation :

(c) Telephone :

(d) Fax :

(e) Mobile :

(f) Email :

7) Bank Details: (Will used during L/C Execution)

a) Name of the Bank :

b) Full Address of the Bank :

c) Suppliers Account Number and Type :

b) IBAN No :

e) Swift Code :