

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: 6300039526

Dt: 20.05.2025

**RATE CONTRACT
FOR OBTAINING DUE DILIGENCE REPORT OF
APPROX. QTY 100 REPORTS FOR A PERIOD
OF 02 YEARS**

Tender closing date & time: 6300039526 @14.00 hrs

BEML LIMITED invites tenders in two-bid system as mentioned below:

- (1) Technical Bid (Part-A) – through e-mode (BEML SRM portal)
- (2) Commercial Bid (Part-B) - through e-mode (BEML SRM portal)

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.

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.

TENDER NOTICE

Subject: Obtaining Due Diligence reports for various companies across India / Globally through reputed service provider for different business verticals of BEML Ltd.

SRM Tender Ref	6300039526
Nature of Work	Obtaining Due Diligence Reports
Date of Issue of Tender	20.05.2025
Quantity	Approx 100 Reports 01 (AU)
Contract Period	02 years
Due Date & Time for Submission of Tenders	13.06.2025 @14:00 Hrs
Date & Time of Opening of Technical Bid	13.06.2025 @14:30 Hrs

Quotations are invited from reputed service provider for Obtaining Due Diligence Reports of Approx Qty 100 Reports for a period of 02 years as per **Scope of Work (Annexure-1)**.

Quotations should be submitted online (E-mode) in SRM Portal in Two-Bid system as below:

(1) Submission of Technical Bid : - Through E-mode (BEML SRM Plat form)

- (i) The Bidder should upload all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.
- (ii) The price details/commercial bid details should not be given in the technical bid. If any of the bidder have given any price/commercial details in the technical bid, their offer is liable for rejection and will not be considered for further evaluation.
- (iii) Technical Bid will be opened on date and time of bid opening and the commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation after technical evaluation.

(2) Submission of Commercial Bid: - Through E-mode (BEML SRM Platform)

- (i) Price Bid to be submitted through e-mode in SRM portal.
- (ii) Price details in specified field on SRM Portal to be submitted. Service providers are advised to quote the cost of service in lumpsum form keeping in view the various aspects of services depicted in the tender Documents including duration of contract.
- (iii) The Commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation.

GENERAL TERMS & CONDITIONS

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, with Miniratna status and having it's Registered Office at "BEML Soudha" No.23/1, 4thMain, Sampangirama Nagar, Bangalore – 560 027. The details regarding Instructions for submission of Tender, Technical Bid, Terms & Conditions, Scope of Work, and Commercial Bid details etc are furnished below as per Index Sheet of this Tender Documents.

Index Sheet

Sl. No	TITLE/DESCRIPTION	Page No
01	DEFINITIONS& INTERPRETATIONS	05
02	INSTRUCTION FOR SUBMISSION OF TENDER	06 - 07
03	GENERAL TERMS & CONDITIONS FOR TENDER FOR PROCUREMENT OF SERVICES (Declaration from the Bidder for compliance to TERMS & Conditions to be uploaded as technical bid)	08-19
04	ANNEXURE- 1- SCOPE OF WORK	20
05	ANNEXURE- 2 - TECHNICAL BID	21
06	ANNEXURE- A - COMMERCIAL BID DETAILS	22
07	ANNEXURE- B - GENERAL DECLARATION CERTIFICATE (To be Uploaded as Technical Bid)	23
08	ANNEXURE- C – UNDERTAKING GENERAL FINANCIAL RULES (To be Uploaded as Technical Bid)	24
09	ANNEXURE-D – PERFORMANCE BANK GURANATEE.	25-26
10	ANNEXURE- E - CONTACT DETAILS OF THE BIDDER	27
11	ANNEXURE-F – FORMAT OF INTEGRITY PACT.	28 - 34

A) DEFINITIONS & INTERPRETATIONS:

- 1) The Purchaser' means "(include BEML Limited, Division address)" (A Government of India Undertaking) incorporated under the Companies Act having its registered office at BEML Soudha, No: 23/1, 4th Main, SR Nagar, Bangalore -560 027 and shall be deemed to include its successors and assignee.
- 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/execution of work 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.
- 3) Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 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.
- 5) Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 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.
- 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.
- 8) Words in singular include the plural & vice-versa.
- 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.
- 10) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

B) INSTRUCTIONS FOR SUBMISSION OF THE TENDER

- 1) The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.
- 2) The tenderer shall be deemed to have studied the scope of work thoroughly before offering of his unit rates to ensure that the complete work is carried out as per the instructions by the user department from time to time.
- 3) This Tender is in **Two-bid system consisting:**
 - a) Technical Bid
 - b) Commercial Bid

Note: - Technical and commercial bids should be submitted through online in **BEML SRM e-Procurement portal only.**
- 4) Bidders should have a valid **Class III Digital Signature Certificate with encryption** issued by Authorized Certifying Authority to submit the bid in BEML SRM e-Procurement portal.
- 5) Interested bidders who doesn't have valid user name and password for participating in the tender can contact BEML SRM Team through e-mail: admin.srm@beml.co.in on 080-22963269 to obtain the username and password for submitting the bids.
- 6) Key dates for Submission of Tender are given below.

SRM Tender Ref	6300039526
Nature of Work	Obtaining Due Diligence Reports
Date of Issue of Tender	20.05.2025
Quantity	Approx 100 Reports
Contract Period	02 years
Due Date & Time for Submission of Tenders	13.06.2025 @14:00 Hrs
Date & Time of Opening of Technical Bid	13.06.2025 @14:30 Hrs
Note: Commercial Bids of those bidders whose prequalification and technical bids are accepted only will be opened after technical evaluation. The date and time of opening of commercial bids will be updated in BEML SRM portal after technical evaluation of bids.	

- 7) **Submission of Integrity pact, if tender value is more than Rs.1 Crore):**

The bidder / contractor should submit duly signed **Integrity Pact** (if the tender value is more than Rs.1.00 crore) as Pre-Qualification documents in single sealed envelope. The sealed envelope containing pre-qualification documents shall be duly super scribed at the top of the envelope with "Pre-Qualification Bid to Tender Ref: _____ (Bid invitation number) due

on _____ (Tender closing date) for “_____” (Description of service). The name and address of the tenderer shall be written on the left-hand bottom corner of the envelope. The bidder should submit Pre-Qualification Bid through manual mode to the following address before tender closing date & time.

(Address of Office where bid to be submitted)

8) **Submission of technical bid:**

The firm should submit their Technical Bid through E-mode in BEML SRM Portal only. The following documents shall be uploaded in the Collaboration Folder in BEML SRM portal as technical bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

a) Documents for proving eligibility criteria.

b) All the documents along with respective supporting documents which is specified/sought in the Annexure-1 Technical Bid.

c) Any other relevant documents as applicable.

9) **Submission of commercial bid:**

All the Price bid details are to be submitted through E-mode in SRM portal only. **Price details should be entered in the ‘Price Conditions’ column in SRM portal against the respective service. Price Break up details/additional data, the same may be uploaded in “my note”.**

C) GENERAL TERMS & CONDITIONS FOR TENDER FOR PROCUREMENT OF SERVICES

1) Integrity Pact:

- a) The bidder has to execute and submit 'Integrity Pact' on plain paper **for all tenders of value Rs.1 Crore and above** as per Annexure-F to this tender document and the same should be submitted as Pre-qualification document. This integrity pact is a preliminary qualification in entering in to any contract with BEML Limited. For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Offers without duly signed Integrity Pact will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address.
- b) Central Vigilance Commission has appointed following as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows

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

(2) 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

- 2) Technical Bid details/documents, Commercial Bid details/documents should not be given in the Pre-Qualification Bid. If any of the firm has given any Technical Bid details, Commercial Bid details in the Pre- Qualification bid their offer is liable for rejection.
- 3) If the bidder/contractor has not uploaded the document which is specified / sought in the Annexure-1 (Technical bid), their offer is liable for rejection.
- 4) The price details / commercial bid details should not be given in the Technical bid. If any of the bidder / contractor have given any price / commercial details in the Technical bid, their offer is liable for rejection and will not be considered.

- 5) Technical Bid & Commercial Bid submitted through manual mode / e-mail / fax will not be considered and is liable for rejection.
- 6) Bidders are requested to indicate their valid E-mail ID, Telephone number/Mobile Number, contact person details and correspondence address clearly in their quotation. Any communication / correspondence from BEML will be communicated through E-mails/contact number/correspondence address which is provided by the bidder in their quotation.
- 7) Evaluation of bids:
 - a) The Bidder should upload all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.
 - b) BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
 - c) Commercial bid of only those bidders who are adjudged as technically qualified by BEML will be opened for further processing.
- 8) BEML reserves its right to reject any incomplete bid submitted.
- 9) If sister concern exists then only one bidder to participate.
- 10) BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- 11) The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at BEML Limited's website**. Validity of bids submitted shall be deemed to be extended accordingly.
- 12) BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 13) The correspondence exchanged against the tender from both tenderer and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 14) Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such

action with details and the current status of such hold shall be furnished to BEML. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

- 15) BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected and their EMD would be forfeited.
- 16) BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- 17) BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.
- 18) BEML reserves the rights to:
 - I. Accept or reject any or all proposals.
 - II. Waive any anomalies in proposals through an addendum.
 - III. Modify or cancel the RFx/Tender Enquiry
- 19) The Bid invitation / Notice Inviting Tender is not an offer or a contract.
- 20) Proposals become BEML's property.
- 21) Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.
- 22) BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.
- 23) BEML Ltd's decision is final for evaluation of the offers.
- 24) Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.

- 25) In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.
- 26) The uploaded documents in the SRM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in SRM Portal) have to be submitted, if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.
- 27) **AUTHORITY OF PERSONS SIGNING DOCUMENT:** A person signing the tender or any other document in respect of the Purchase Order shall be deemed to have power to do so on behalf of the Supplier.
- 28) **Performance Bank Guarantee (PBG)**
The successful bidder shall submit Bank Guarantee in the form placed at Annexure-D 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 24 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.
- 29) **Validity of the offer: Offer should be valid for 180 days (One hundred and Twenty days) from the date of opening of the bid.**
- 30) **GST registration:** Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML SRM portal to submit quotation.
- 31) No representation would be entertained on any error(s) if found in the NIT after tender closing date. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s) before tender closing date. The vendor's time and expenses has to be borne by vendor(s).

- 32) **Public Procurement – Preference to Make in India Policy:** The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.**P-45021/2/2017-B-E-II dt 15thJune 2017**. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.
- 33) The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.
- 34) **ACCEPTANCE OF ORDER:** The supplier shall send Order Acceptance within two weeks from the date of LOI / LOA / Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.
- 35) **PERIOD OF CONTRACT:** The period of contract shall be for 02 years (24 months) from the date of commencement as per the Service Purchase order with an option for the company to extend for a further period up to 06 months on the same terms and conditions with the mutual consent with the contractor & satisfactory execution of the contract. Notwithstanding anything contained herein, the company reserves the right to terminate the contract by giving one month notice to the contractor. The contractor shall not be entitled to claim any compensation or any damages for such termination.
- 36) **PRICE & INVOICING:** The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include all the charges specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.
- 37) **Risk purchase clause:** In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages as deemed fit.
- 38) **Purchase Order Cancellation Clause:**
- a) In the event of any situation arising out of or caused by any act which is beyond the control of BEML, may necessitate cancellation of purchase order by giving one month notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination.

- b) If a Supplier fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. Buyer subsequently purchases / execute the contract from elsewhere. The damages are generally limited to the difference between the contract price and the price paid to the new supplier for execution of the contract.
- c) For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be applied.
 - i) The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.
 - i) The defaulting Contractor shall be served with notice of re-purchase.
 - ii) Risk purchase loss shall be recovered only after the re-purchase contract has been executed.
 - iii) There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.
 - iv) BEML Ltd. shall be entitled and it shall be lawful on its part to forfeit the security deposit of the bidder in whole or in part in the event of any default, failure or neglect on the part of the contract in the fulfilment or performance in all respect of the Purchase Order.

39) **WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT**

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

40) **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.

41) **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 execution of the services 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) BEML shall be entitled to prevent a breach of the above and to damages in case of breach.

42) **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.

43) **NON DISCLOSURE AND INFORMATION OBLIGATIONS:** The supplier shall provide Purchaser with all information pertaining to the service rendered 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 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.

44) **WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT**

The contractor shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "Scope of the contract". In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power without vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workmen and to procure all the requisite materials and

implement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the contractor under this or any other contract.

- 45) **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.
- 46) **SECRECY:**
- c) 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 execution of the services 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.
 - d) BEML shall be entitled to prevent a breach of the above and to damages in case of breach.
- 47) **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.
- 48) **NON DISCLOSURE AND INFORMATION OBLIGATIONS:** The supplier shall provide Purchaser with all information pertaining to the service rendered 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 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.

49) **TAX CONDITIONS:**

a) TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated for the services / NRC that will be carried out by the supplier.

50) All claims arising by OR at the instance of the labourers or their heirs or successors, including claims under the Employee's Compensation Act from time to time shall be met by the firm on his own account and the Company shall have no liability in that behalf and shall be kept duly indemnified by the firm.

51) In the event of the firm failing or neglecting to carry out the work as specified and as required by the Company the Company shall be entitled to recover damages from the firm, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labourers and the incidental cost thereon, and in addition the Company shall also be entitled to forfeit to itself the Security Deposit (Or) any part thereof remaining to the Credit of the firm and at its option also be entitled to terminate the contract.

52) The contractor shall ensure that all the rules of the factory concerning discipline, safety, security and conduct are observed by his staff while working. In case of any noncompliance, the contractor shall be responsible for the consequence.

53) **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.

54) The contractor shall guarantee that the services rendered are performed by personnel of required capacity and that new materials are used. The contractor shall guarantee that the services rendered corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of service rendered. The contractor shall guarantee that the service rendered complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The contractor shall guarantee that the service rendered complies with the customary norms and standards in the relevant branch of trade or industry. The contractor shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

- 55) **FALL CLAUSE:** The prices charged for the services rendered under this P.O by the supplier shall in no event exceed the lowest price at which the supplier render the service of identical description to any other BEML Office / Division during the pendency of this PO. If at any time, during the said period, the supplier reduces the price of such services or render such services 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 services rendered after the date of coming into force of such reduction shall stand correspondingly reduced.
- 56) **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.
- 57) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:** The supplier is not permitted to sub-contract the service 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.
- 58) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**
- a) **Commitment by Purchaser:** Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.
- b) **Commitment by the Contractor:** The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.
- 59) **INTELLECTUAL PROPERTY RIGHTS; LICENSES:** If any Patent design, trademark or any other intellectual property rights apply to the service rendered or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the contract 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 service rendered 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.

- 60) **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 – 39 hereof. Any question or dispute as on 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.
- 61) **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.
- 62) **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.
- 63) **DURING ARBITRATION:** “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.
- 64) **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.

ANNEXURE-1

SCOPE OF WORK - Minimum content to be furnished in the Due Diligence report

1. Company address contact details and Registration details including the details of headquarters, factory locations and subsidiaries, service locations or any other entities.
2. Company profile: Indicating the details of success score, Legal form, no. of employees, age of the business, Rating, named principal, line of business.
3. If the Company is under "Chain Holding", the details of the controlling company/entity (viz., parent / principal / subsidiary / sister concern) indicating the extent of influence and dependency may be provided.
4. Principals and Board of Directors.
5. Ownership of the company.
6. Risk assessment: Indicating **low/low-moderate/ moderate/ moderate-high/high** categories.
7. Financial overviews: Latest three years financial statements and net worth of the company.
8. Credit rating of the company.
9. Risk profile indicating the current state of the business the age/operations, owner management, finance, ability to pay.
10. Risk Appraisal: credit risk for the last three years.
11. Compliance Assessment: Legal status of the company indicating the details of adverse judiciary findings from Court, RBI defaulters, EPF delay, SEBI un-served summons/notices/consent application rejections/Court orders, NSE defaulters/expelled members, BSE defaulters/expelled members, Financial Intelligence Unit (FIU) defaulters, Serious Fraud Investigation Office (SFIO) defaulters, National Company Legal Tribunal (NCLT) defaulters.
12. Score: Informing about the Company's Failure Score, estimating the risk that a given company could become insolvent or cease trading without paying its creditors.
13. Credit limit.
14. Disclaimer, if any.

ANNEXURE-2
TECHNICAL BID-Technical Compliance

The technical bids shall be uploaded in SRM e-portal only. Please upload the requested scanned documents in the Collaboration Folder of SRM E-portal as part of Technical Bid. Bidders will be technically qualified based on providing documentary proof for each of the eligibility & qualification criteria clause. If bidder is not complying for the particulars or not uploaded required documents, their bid will be liable for rejection.

SL. NO.	Particulars	Compliance (Yes/ No)	Remarks
1	Name in full of the bidding company		
2	Address of official premises along with telephone no. / Fax no. / e Mail ID		
3	Profile of bidder company		
4	Company registration certificate		Bidder to submit the document
5	PAN Card		Bidder to submit the document
6	GST registration certificate		Bidder to submit the document
7	Turnover for last three Financial Years		Bidder to submit the document
8	Details of bidder's manpower & experience		Bidder to submit the document
9	Technical capabilities of the bidder to conduct due diligence of national and international companies		Bidder to submit the document
10	Bidder shall be in the business of conducting due diligence service for minimum of five years.		Bidder to submit the document
11	Bidder should have conducted minimum 20 due diligence/financial reports of DPSUs/MNCs during last one year. a) In India (minimum 10 companies) b) Overseas (minimum 10 companies)		Bidder to submit the document
12	Details of bidder's associated overseas offices.		Bidder to submit the document
13	Acceptance on submission of due diligence report as per Scope of work		
14	Bidder shall be capable of doing the due diligences on approx. 10 companies at a time.		
15	Bidder shall agree to submit the due diligence report within: a) 3~4 days for Indian companies b) 5~6 days for foreign companies		

ANNEXURE-A
COMMERICAL BID (E-Mode SRM Portal)

Price Bid to be submitted through online SRM Portal

Sl. No	Service Description	Qty	Price in INR excluding GST
1	Due Diligence Reports of Qty: - Approx 100 Reports for a period of 02 years as per Scope of Work (Annexure-1)	01 AU	(1) Lumpsum Rates to be entered in the Price Conditions tab in SRM Portal only, considering the entire scope of work for qty 100 reports for a period of 02 years. (2) Price Break up details/additional data, the same may be uploaded in "my note".

Terms & Conditions:

1. Quote : Rate to be quoted in Rs only, Excluding GST.
(Service providers are advised to quote the cost of service in lumpsum form keeping in view the various aspects of services depicted in the Bid Documents including duration of contract).
2. Quantity: - 100 Due Diligence reports indicated is tentative, on actual internal requirements the quantity may increase / decrease, However the validity of the contract must be valid for 02 Years.
3. Payment Terms: 60 Days on receipt & acceptance of report. For MSME Vendor 30days on receipt & acceptance of report.
4. Delivery Schedule: - Bidder should submit the due diligence report within 3 to 4 days for Indian companies & 5-6 days for foreign companies.
5. Performance Bank Guarantee (PBG):-
6. Price Validity: The quoted price should be valid for 180 days from the date of Tender Opening.

ANNEXURE-B

GENERAL DECLARATION CERTIFICATE (To be Uploaded as Technical Bid)

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

Dear Sir/Madam,

Sub: Declaration by the authorized signatory

Ref: Tender Ref No: -----

I, [•] hereby certify that all the information and data furnished with regard to this RFQ Tender Ref. No. ----- 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-C

UNDERTAKING **(To be Uploaded as Technical Bid)**

[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-D

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 athas 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 uptoxx/xx/xxxx (date) or the extended period if any.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly). 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-E

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 :**

Signature & seal of the Authorized Signatory

Annexure-F

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

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

Section 1 – Commitments of the Principal

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

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

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

c. The Principal will exclude from the process all known prejudiced persons. (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there 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 Bidder 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)	(For & On behalf of
Bidder/Contractor) (Office Seal)	(Office Seal)
Place-----	Place-----
Date -----	Date -----
Witness 1:	Witness 1:
(Name & Address) -----	(Name & Address) -----
-----	-----
-----	-----
-----	-----
Witness 2:	Witness 2:
(Name & Address)	(Name & Address) -----
-----	-----
-----	-----
-----	-----
-----	-----

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 following Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

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

(2) 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