



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

BEML LIMITED
Bangalore Complex,
New Thippasandra post,
BANGALORE-560075

(Regd. Office: No.23/1,4th Main, SR Nagar, Bangalore – 560 027)

NOTICE INVITING TENDER (TENDER ENQUIRY)

TENDER ref: GEM/2026/B/7368604

Date: 18.03.2026

To

Dear Sir(s),

SUBJECT: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

INDEX SHEET

Sl. No	TITLE/DESCRIPTION	Page No
01.	INSTRUCTIONS for SUBMISSION of the TENDER	01-05
02.	ELIGIBILITY CRITERIA	06
03.	ANNEXURE- A - TECHNICAL BID (MANDATORY)	07
04.	ANNEXURE-B - SCOPE OF WORK	08-11
05.	ANNEXURE-C - INFORMATION & DECLARATION BY THE BIDDER	12-13
06	Submission of EMD(Earnest Money Deposit) Submission of PBG	14-18
07.	ANNEXURE- D - TAX INDEMNITY CLAUSE DECLARATION	19-20
08.	ANNEXURE- E - COMMERCIAL BID DETAILS	21-24
09.	ANNEXURE – II <u>FORMAT FOR PERFORMANCE BANK GUARANTEE</u>	25-27
08.	GENERAL TERMS & CONDITIONS (GTC)	28-36



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Tender Notice No	GeM
EMD (Earnest Money Deposit)	Rs. 19,062/- EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document Under MSE category, (valid Udyam Registration and whose credentials are validated online through Udyam Registration portal) only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

SUB: "AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex".

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 its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. One of the Production Units located in Bangalore, engaged in the production of Defence, Railway Equipments (hereinafter referred as "BEML") invites Tenders for the subject work as detailed below;

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 Document.

Key dates for Submission of Tender is given below.

Sl. No	Details	Important Date & Time
1.	Last date for Submission of Technical Bid & Commercial Bid through E-mode.	11.04.26 up to 14:00 Hrs.
2.	Opening of Technical Bid through E-mode.	11.04.26 at 14:30 Hrs.
3.	Opening of commercial bid through E-mode	Commercial bid of technically qualified bidders will be opened later.

INSTRUCTIONS for SUBMISSION of the TENDER:

This Tender is designated as "AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex".



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

This Tender is on **TWO-BID** system. Tender consists of

Step. No.	BID Details
1.	Technical Bid
2.	Commercial Bid

(i) Submission of Technical Bid & Commercial Bid are through E-mode in BEML GeM portal.

INSTRUCTIONS for SUBMISSION OF THE TENDER:

1. The tenderer is advised to carefully go through the tender terms & conditions before submitting the tender.

2. Tender documents are available in GeM Website

3. Technical and Commercial Bids should be submitted through **online in GeM portal only.** →

In case of any queries related to submission of bid in **GeM portal**, please contact **BEML Team on the number 080-22963269**, 080-22963141 or **contact to GeM Helpdesk**

5. Technical Bid & Commercial Bid submitted through Manual mode/E-mail/Fax will not be considered and is liable for rejection.

6. 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. The bidder can visit the site before offering his unit rates if necessary.

7. 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.

1) INSTRUCTION for SUBMISSION of TECHNICAL BID:

A. The firm should submit their Technical Bid through E-mode in BEML GeM Portal only.

B. The following documents shall be uploaded in the Collaboration Folder (**C-Folder-Technical Bid Folder**) in BEML GeM portal as Technical Bid and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

(i) Documents sought in the eligibility criteria.

(ii) The Bidder/contractor should submit all the documents which is specified/sought in the Annexure-A-Technical Bid (Mandatory)

(iii) Any other relevant documents as applicable.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

C. If the bidder/contractor has not provided the document which is specified/Sought in the Annexure-A (Technical bid) their offer is liable for rejection.

D. The price details/commercial bid details should not be given in 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.

2) INSTRUCTION for SUBMISSION of COMMERCIAL BID:

A. Commercial Bid details have to be submitted through E-mode (Electronic mode) in GeM portal only.

B. **Price Details:** Please quote the price details in the "Price Conditions" column in GeM portal only against the respective items. The price details **should not be given** in Technical bid. If bidder wants to submit any Price break up details/additional data for commercial terms, the same may be indicated in "My note tab" in the Commercial Bid tab only.

3) EVALUATION OF BIDS:

a) Technical Bid documents will be opened first on the stipulated due date and time mentioned in the tender.

b) Commercial bids of technically qualified bidder will be opened for further processing.

c) BEML reserves its right to ask any clarifications or documents in connection with Technical Bid during Technical Evaluation Stage.

d) BEML reserves its right to reject any incomplete bid submitted.

e) 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.

TERMS & CONDITIONS:

1. The contractor shall be deemed to have studied Scope of work thoroughly before offering of their rates, to ensure that the complete work is carried out as per the instructions by the User department from time to time. If necessary, the Bidder can visit the site before submission of bid.

2. Prices shall be on F.O.R BEML basis and price is firm till completion of the contract against the Purchase Order. Under any circumstances, no increase in price during the currency of the contract is admissible.

3. BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever. BEML also reserves the right to increase/decrease the order quantity/extend the contract at the same rates and terms and conditions during the pendency of the contract.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Note:

To know the scope of the work, it is suggested to the interested Bidder to visit BEML Ltd, Bangalore Complex by taking prior appointment from end user Department by calling telephone No 080- 25022686- In charge-Canteen before Tender closing date & time.

1) General Instructions to Bidders

The Bidders are advised to carefully go through, read and understand this tender documents completely including terms and conditions, Annexures and Appendices etc. before submitting bids.

- a) This NIT is not transferable under any circumstances.
- b) All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- c) All the corresponding documents shall be attached along with the quotation/offer
- d) Late and/or incomplete tender shall not be considered.
- e) Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
- f) Bidder shall ensure that all the information & documents submitted by them are true & correct.
- g) In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
- h) 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 Risk purchase clause with liabilities on such bidder for the entire contract quantity. The EPBG shall also be cashed as a result of consequence of breach of contract at the discretion of BEML.
- i) In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- j) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- k) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- l) All the documents shall be uploaded in GeM Portal.
- m) Fax/email quotations are not acceptable.
- n) BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

This tender document is available on GeM e-portal & CPPP portal for downloading and study of documents. **However potential bidders have to submit their bids in GeM only.**

In case of any queries relating to bid submission, you may send the same by e-mail to **contact through E-mail to GeM Helpdesk / admin.srm@beml.co.in** / or you may contact BEML Team on phone no. 080-22963269/141 on working days from Monday to Friday

ELIGIBILITY CRITERIA

Intending Bidder who meets the following Eligibility criteria may apply for the tender.

The contractor should have good experience in servicing of LPG Stoves, LPG Gas Bank and also fully equipped with all the spares required for the servicing.

Eligibility criteria

1. The vendor / firm must have at least 2-3 years of experience providing similar AMC services (LPG gas systems, reticulated systems, or pipelines) to reputable organizations, preferable PSUs, central/state government departments, or large industrial canteens and submit work order/completion certificates as proof of experience.
2. The vendor must deploy qualified personnel, such as technicians with ITI in Fitter/Electrical Trades with experience in LPG plant equipment.
3. Since, this work requires immediate,24/7 technical assistance for emergency and unexpected breakdowns, a Bangalore-based reputed LPG system AMC firm is mandatory.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

ANNEXURE- A - TECHNICAL BID (MANDATORY)

The Bidder has to upload/submit the respective documents which in sought in the column No. 03 of below table as Technical Bid documents in BEML GeM Portal.

(1)	(2)	(3)
Sl. No	Details	Documents to be submitted by the bidder (The Bidder has to upload/submit the following documents as Technical Bid in GeM Portal)
1.	LPG Servicing contractor should have a minimum period of one year experience in similar areas of LPG service in Hotels/Canteens of Educational institutions/Factories/Offices.	Supporting Certificates/Work order copies of previous experience in servicing should be attached/uploaded in the GeM portal as a technical bid.

IMPORTANT NOTE to the TECHNICAL BID:

1.1) The bidder should upload the above documents in BEML GeM Portal as Technical Bid.

1.2) The Bidder should submit the documents which is specified/sought in the Annexure-A- Technical Bid (Mandatory)



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

1.3) If the bidder has not provided the document which is specified/Sought in the Annexure-A (Technical bid) their offer is liable for rejection.

1.4) The price details/commercial bid details should not be given in 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.

ANNEXURE-B: SCOPE OF WORK

SCOPE OF WORK FOR LPG SYSTEM SERVICING CONTRACT AT WORKERS CANTEEN and EXECUTIVE CANTEEN:

1. The Service /maintenance should be carried out at the workers canteen and executive canteen in BEML Limited, Bangalore Complex, Bangalore - 560075.

2. At BEML Bangalore Complex canteens there are 15 Gas LPG plant/stoves at workers canteen and 07 gas stoves at executive canteen. LPG is highly flammable and these leaks go unnoticed. Considering safety concerns, AMC is crucial for the safety, efficiency and longevity of the LPG manifold system. This AMC shall provide comprehensive maintenance services including inspections, preventive maintenance, repairs, replacement of faulty or worn-out components and spare items required for LPG Gas Bank Manifold system & cooking equipment's such as burner, gas lighter etc to ensure LPG system is operating efficiently and safely.

- AMC shall provide comprehensive maintenance services
 - i) Preventive Maintenance: Inspection, calibration and safety checks of pressure regulators, pipelines, and cylinders.
 - ii) Breakdown Maintenance :24/7 emergency response for leaks and component replacement.
 - iii) Spare items: required for LPG Gas Bank Manifold system & cooking equipment's such as burner, gas lighter etc to ensure LPG system is operating efficiently and safely.
 - iv) Safety Compliance: Ensuring adherence to BIS and PESO guidelines.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

- The LPG plant is having 15 Gas stoves at worker's canteen and 07 gas stoves at executive canteen. These gas stoves get gas supply through 50 connecting points from gas bank and individual cylinders. The Servicing has to be carried out during working hours i.e., between 7 AM and 3.00 PM and after completion of work, user department certification should be taken.
- Servicing/checking of this system has to be carried out once in a week, (i.e) on every Thursday. If Thursday happens to be holiday, the servicing has to be carried out on the next working day at worker's canteen and once in a month at executive canteen.
- The scope also includes rectifying the defects including gas leakages and calibration of pressure gauges once in 6 months.
- Only genuine spares procured from original equipment manufacturers/reputed distributors should be used for the servicing/maintenance of the system/equipment covered in this contract. Replacement of spares during breakdown maintenance has to be carried out with prior approval of user department. Six months guarantee/warranty should be provided for spare parts used during the contract.
- This LPG system servicing contract is including spares, and all the spares supplied/replaced should be from original manufacturers/reputed distributors. In case any system/parts/components etc., is to be taken to the firm's service station, prior approval of the user department should be attained and also the "Safe custody undertaking" to be furnished for the safety of such parts/components/system while in the firm's possession and to return to BEML in proper working condition. While the firm has to be taken any parts/components to their place for repair and return, proper entry at the security gate to be made as per the company procedure.
- The vendor must employ qualified personnel, such as technicians with ITI in fitter/Electrical Trades with experience in LPG plant equipment. Technicians deputed for service/maintenance work should have authorization from competent authority to carry out maintenance works.
- The firm should not sub-contract the work covered in this contract to any other agency.
- Bills to be submitted to user department on monthly basis (completion of 4 services at workers canteen and one service at executive canteen) basis against satisfactory performance report from the user department.

3. Emergency break down calls should be attended within 2 hours on receipt of the break down calls.

4. In case any system/parts/components etc., is to be taken to the firm's service station, prior approval of the user department should be obtained and also the "Safe custody undertaking" to be furnished for the safety of such parts/ components/system while in the firm's possession and to return to BEML in proper working condition. While the firm has taken any parts/components to their place for repair and return, proper entry at the security gate to be made as per the company's procedure.

5. Technicians deputed for service/maintenance work should have authorization from competent authority to carry out maintenance works.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

6. Contract Period: Two years from the date of first service/commencement after releasing of Purchase order.

7. There should not be any delay in service.

8. Work execution is subject to acceptance by the user department

9. Spares will be procured on need basis (as and when required), based on the requirement during the contract period. The firm has to supply the required spares after receipt of the intimation from our user department during the contract period.

List of Spares/Supply of Items during the contract period:

Sl.No	Item Description	Quantity-Numbers (for 2 yrs)
1	Flexible cylinder pigtail hose 3 ft long	30 No's
2	Flexible cylinder pigtail hose 5 ft long	15 No's
3	Flexible burner pigtail hose 3 ft long w	20 No's
4	Flexible burner pigtail hose 5 ft long w	20 No's
5	Copper burner pig tail 1ft long with 3/8	15 No's
6	Copper burner pig tail 1.5ft long with 3	10 No's
7	Copper burner pig tail 2ft long with 3/8	20 No
8	Copper burner pig tail 3ft long with 3/8	15 No's
9	Copper cylinder pigtail 2 Ft long with 1	10 No's
10	Click on adaptor commercial with 1/2" co	25 No's
11	Click on adaptor commercial with 3/8" co	10 No's
12	M140 burner assy	8 No's
13	RV1200 burner assy	6 No's
14	RV300 burner assy	12 No's
15	T75 burner assy	4 No's
16	T65 burner assy	5 No's
17	T50 burner assy	5 No's
18	T35 burner assy	10 No's



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

19	Sun Beam Burner	10 No's
20	SBC Canteen burners	2 No's
21	Needle control Valve(NCV) 3/8" X 3/8" br	30 No's
22	Needle controle Valve(NCV) 1/2" X 3/8" b	10 No's
23	1" Ball valve flanged type	1 No
24	LPG stove Lightner 2feet long	20 No's

TERMS & CONDITIONS:

1. PAYMENT TERMS:

A) Services: Monthly Payment will be made in 30th day for MSEs bidders and for other bidders Monthly Payment will be made in 60th day from the date of completion of service & submission of bills duly certified by user department (RKWC).

B) Spares/Supply of Items: Payment will be made in 30th day for MSEs bidders and for other bidders Payment will be made in 60th day from the date of receipt of the items at BEML premises & acceptance by user department. Payment for the spares/supply of items will be done at actual quantity supplied duly certified by user department (RKWC).

2. TDS will be deducted at applicable rate.

3. Price is firm till completion of the order.

4. The quantities of the spares/items mentioned in the tender, is for a period of two years.

5. Supply of spares and AMC service has to be carried out by single source/firm only.

6. Penalty/ Liquidated Damages (LD) clause:

A) Service:

Sl.No.	Description	Penalty Clause
1	Emergency Breakdown calls	If the firm has not responded/attended the emergency breakdown calls within stipulated time, 0.5 % per day to maximum of 5 % to be deducted from firm's monthly bills, based on user department



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

		certification.
2	Maintenance/servicing	If the firm has not responded/ attended the service/checking of the system as per scheduled (i.e. Monthly four times for workers canteen & Monthly one time for executive canteen) as per scope of work, 0.5 % per week to maximum of 5 % to be deducted from firm's monthly bills, based on user department certification.

B) Spares/Supply of Items:

The time and date of supply of items stipulated in the purchase order shall be deemed to be essence of the work and execution of work must be completed not later than the time specified therein specified in the terms & conditions of the order. If the firm has not supplied the spares/items within stipulated period as per the schedule, BEML will entitled to deduct the LD amount of 0.5 % per week to maximum of 5 % from firm's bills.

ANNEXURE-C : INFORMATION & DECLARATION BY THE BIDDER

(The bidder has to submit duly filled Annexure-C with supporting documents along with technical bid)

Sl. No	Particulars	Details (To be filled by the Bidder)
01.	Name of the company and Address in full under which, the bidder is executing the order (Please write the Name of the company & address in full under which the Bidder will execute the order)	
02.	Name of the Contact Person & Designation: Telephone / Mobile number of the Bidder : Valid E-mail ID : (Please write the Telephone/Mobile number & valid E-mail of the contact person)	
03.	Are you registered as a. Public Limited Company? b. Private Limited Company? c. Partnership Company? d. Proprietorship Company? (Please enclose the Incorporation certificate (or) Registration certificate / partnership deed certificate/ Proprietorship company	(Please write whether your firm/company is registered as public limited/private limited company/partnership company/ Proprietorship



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

	documents.	company)
04.	Confirmation on acceptance of BEML Scope of Work, tender terms & conditions	(Please write Agreed (or) Not Agreed)
05.	Income Tax PAN Number (Bidder should submit the copy of PAN card)	PAN Number: (Please write the PAN number)
06.	Complete Address of the office premises of the Bidder/Tenderer at Bangalore. (Please write the Address of the office premises of the Bidder/Tenderer at Bangalore)	
07.	Bidder/Tenderers GST registration details (Bidder should submit the copy of GST certificate)	GST Registration Number: (Please write the GST Number)
08.	MSME Details of the Bidder: Kindly confirm Whether, your company has registered with MSME or Not. If yes, Submit the MSME Certificate/Udyoog Aadhaar Certificate in the GeM Portal.	YES / NO (Please put tick mark on the appropriate)
09.	SAC code details of this activity Please write SAC code	SAC Code:
10.	Submission of ANNEXURE- D - Tax Indemnity Clause Declaration	The bidder has to submit signed Annexure-D



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

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Note:

The Bidder should fill all the required particulars in the blank space provided in the above table and submit the filled annexure-B with respective supporting documents in the GeM portal along with Technical bid.

All entries in the above table should be in English Language either typed (or) hand written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person.

I / We certify that to the best of my / our knowledge the particulars furnished above is true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized person.

Authorized Signature with company seal:

Submission of EMD (Earnest Money Deposit):

EMD: The bidders shall submit EMD along with their bids. The EMD/bid security shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque Bank Guarantee from any of the commercial banks or online payment in an acceptable form.

The scanned image of earnest money deposit to be uploaded online in technical bid and original one to be submitted to the address mentioned below so as to reach Latest by last date of submission superscribing the tender No & work description on envelope.

The EMD amount can be submitted in any one of following mode as detailed below:

- i.** Earnest Money Deposit as specified to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favour of "BEML Limited" payable at Bangalore, from a Nationalized Bank / Scheduled Bank.
- ii.** Online Payment of EMD amount can be made as mentioned below:
 - Open the link to <https://www.onlinesbi.com/sbicollect/icollecthome.htm> pay EMD through SBI Collect.
 - Read the Disclaimer Clause and click on "check box" to proceed for payment against EMD and Click "Proceed".



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

- In 'Select State' dropdown Option, Select "All India"
- In 'Type of Corporate / Institution, select "PSU-Public Sector undertaking" and Click on the "Go" button.
- In PSU-Public Sector undertaking- Name dropdown, select "BEML Limited Bangalore Complex" and Click "Submit" Button.
- In 'Select Payment Category', dropdown option, select "EMD Tender Fee BEML Bangalore complex"
- Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount.

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

iii. Bidder may do the NEFT/RTGS payment to the following bank details

Account Number: 00000010918220589

Name: BHARAT EARTH MOVERS LIMITED

BRANCH: HAL (01114)

IFSC CODE: SBIN0001114

iv. Payment of EMD amount through Bank Guarantee:

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-III having a validity period of bid validity + 45 days from the date of opening of Tender.

Forfeiture of Earnest Money Deposit (EMD):

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
- d) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- e) If L-1 backs out for any reason, the EMD Amount will be forfeited by BEML Ltd. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and en-cashing of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender. **Details of EMD online payment acknowledgements / documents of MSE / NSIC (firms claiming EMD waiver) have to be uploaded in the technical BID and Original DD/Banker's**



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

cheque has to be submitted to below mentioned address on or before tender closing date and time.

**The Assistant General Manager (Tender section)
BEML LIMITED.,
Bangalore Complex
New Thippasandra Post
Bangalore – 560 075
Karnataka, India**

Note: Demand Draft / Bankers cheque / Pay Order /bank guarantee should reach the above-mentioned address on or before the last/extended date & time of submission for tender, failing which tender will not be considered. Any postal delay or any other reasons what so ever may be will not be considered. The tender will be liable for rejection.

a) Note: EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy for Micro and Small Enterprises (MSEs) based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority. The above said EMD Exemption Certificate or Online submitted acknowledgement scanned copy shall be uploaded in technical bid.

SECURITY DEPOSIT

a. The successful Bidders shall be required to furnish security deposit for the fulfilment of contract and the amount shall be 10% of the value of the contract, to be paid by the contractor. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

(b) The contractor shall choose any one of the following three options for payment of security deposit in writing as under:

(i) The contractor shall deposit the full Security Deposit by Demand Draft / Banker's cheque drawn on any of the commercial bank made in favour of BEML Limited, Payable at Bangalore.

(OR)



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

(ii) ePBG should be equivalent to the amount of Security Deposit, BG should be valid up to 3 months after expiry of the contract. (i.e. Contract period - 2 years + Claim period-3 Months) ePBG should be in E-mode through NeSL Portal.

The Bank Guarantee shall be established through E-BG in NeSL Portal (UIN No of Bengaluru Complex is **NCTGC2534P**)

from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI.

(OR)

(iii) Security Deposit amount will be deducted from the initial bills itself. (Payments will be made only after recovering the required security deposit)

(c) In case of extension of the Contract, the validity of Bank guarantee should be extended suitably failing which same will be realized by the BEML.

(d) The above deposit will be held by the Company as Security for the satisfactory performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from his security deposit or from any sums that may be due or may become due, to the contractor by the Company on any account what-so-ever, and in the event of the security Deposit being reduced by reasons of any such deductions the contractor shall within 10 (TEN) days thereafter make good these deductions.

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

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

A) **REFUND OF SECURITY DEPOSIT:** On completion of the contract based on the recommendations of the user department, the Security deposit will be released to the Contractor within three months (03) after expiring of contract period subject to fulfillment of contractual obligations by the contractor.

B) PAYMENT TERMS:

Monthly cycle: 100% Payment will be made on 45th day for MSEs and for others on 60th day, after completion of monthly service/work and submission of bill duly certified by user department.

C) PENALTY CLAUSE/ LIQUIDATED DAMAGES (LD) CLAUSE:



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

The time and date of execution of work stipulated in the purchase order shall be deemed to be essence of the work and execution of work must be completed not later than the time specified therein specified in the terms & conditions of the order.

If the firm failed to position required manpower on particular day, the penalty will be imposed on 0.5% per day on that particular manpower to a maximum of 5% amount will be deducted from on that particular month bill, based on the mechanical maintenance Dept Certification. (ex: if the one person is absenteeism and alternative manpower is not provided by the firm on that particular day, LD amount of 0.5% per person per day will be recovered from that particular month bill)

D) Prices shall be on F.O.R basis and price is firm till completion of the order against the Purchase Order. Under any circumstances, no increase in price during the currency of the order is admissible.

E) TDS will be deducted at applicable rate.

F) BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever. BEML also reserves the right to increase/decrease the order quantity at the same rates and terms and conditions (if required).

G) After opening of the commercial bid, Successful bidder has to provide the Price break up for their quoted price based on BEML request within a stipulated time (if required).

H) Bidders must to quote the price for the activities which is indicated in the GeM portal.

I) In case more than one bidder is becomes L1 in the GeM portal, BEML will choose the L-1 bidder as per GeM by "Run L- 1 selection" option (OR) BEML reserve the rights to choose any one of the bidder among them for finalization of the contract. BEML decision is final.

J) Please note, technical evaluation will be carryout by BEML as per "TECHNICAL BID CRITERIA (Mandatory)/Additional Terms & Conditions (ATC)/Scope of work (SOW) to GeM Bid Number: **GEM/2026/B/7368604**". If any bidder is not meeting the technical bid criteria, their offer (technical bid) will be liable for rejection. BEML decision is final.

K) ACCIDENTS INJURIES AND DAMAGES: The contractor shall take all precautions to prevent any loss or damage to



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

the property of BEML Ltd. The contractor shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall keep the company indemnified against all losses and claims for any injuries or damage caused to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, the contractor shall take Professional Indemnity Policy for the value of Rs..... And Notarized Undertaking/Declaration to indemnify BEML, against all the losses and claims and for any injuries or damage caused to

any person which may arise out of or in consequence of the works. The insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The Professional Indemnity Policy will be taken at contractor cost to simplify the work in the matter of raising claims and settlement thereof.

- L) The tender forms are not transferable under any circumstances; the contractor shall not assign or make over the contract to any other person or underlet it or make a sub contract with any workmen for the execution of any of work.
- M) In the event of the Contractor 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 Contractor, 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 Contractor and its option also be entitled to terminate the contract.
- N) SAFETY: The contractor should take care of all safety precautions in respect of Contract labourers engaged by him while working. The contractor is responsible for safety of its workmen and exonerates BEML in case of any accidents. The contractor will be solely responsible for making good the damages occurring on account of any possible accident to the labourers/BEML property due to the contractor's failure to take safety measures.
- O) 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.
- P) The contractor has to ensure that the complete work is carried out as per the instructions by the user department from time to time.

Note:

To know the scope of the work, it is suggested to the interested Bidder to visit BEML Ltd, Bangalore Complex by taking prior appointment from end user Department (Mechanical Maintenance) through E-mail bhavyashree.k@bemltd.in – Welfare Dept. before Tender closing date & time.

Submission of Integrity pact: All Bidders shall have to sign the Integrity Pact with the BEML as per 'Format: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected. (Integrity Pact is



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

applicable if the Estimated value is equal to or more than Rs. 1.00 Crore) Integrity pact have to be uploaded in the technical BID.

The bidder / contractor should upload duly signed & stamped **Integrity Pact** (if the tender value is more than or equal to Rs.1.00 crore) as per prescribed format (**APPENDIX- A**) on plain paper as part of technical bid.

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. **The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.**

The Integrity Pact envisages an agreement between the prospective tenderer and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

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.

The Central Vigilance Commission (CVC) has appointed Shri Kasividyasagar & Shri Lt. Gen. Abhay Krishna as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM is as below:-

Shri Kasividyasagar, IAS (Retd.)
House no. 55,
Dream valley gated community,
Manikonda, Hyderabad – 500089.
Mobile no. +91 9771407778
Email : kasividyasagar@gmail.com

Shri Lt. Gen. Abhay Krishna , (Retd.)
4A-902, Gurjinder Vihar,
AWHO Township, Sector CHI-1
Greater Noida, UP - 201310
Mobile no: +91 9871234353

Email: abhayabk@gmail.com

ANNEXURE- D - TAX INDEMNITY CLAUSE DECLARATION

(The bidder has to submit duly signed Annexure-D along with technical bid)

1. The supplier of goods / services shall comply with all the procedural requirements and relevant provisions under GST Law so as enable BEML Limited (BEML) to avail input tax credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

the interest thereon would be on the supplier themselves and BEML shall not be liable to compensate the same.

2. The supplier shall ensure that the Taxes which have been collected / with – held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various tax laws in India and rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at is own cost and effort will get the short coming rectified. If for any reason the same I not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.

3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier .Similarly, the benefits enjoyed by the supplier and other player in the supply chain are also required to be passed on the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The supplier shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the supplier including job-workers/sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/services.

5. Timely provisions of invoices /debit note/ credit note : The supplier has to timely provide invoice/debit note / credit note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (credit note, purchase returns, debit notes) shall be made before September of the succeeding financial year.

6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.

7. BEML shall indentify the place of supply to enable to avail the GST credit at right location.

8. Advance payment if any made before supply of goods /services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the moment of goods.

9. Any known discount shall form part of terms of the agreement to enable supplier / BEML to claim tax adjustment.

10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an electronic reference number for each invoice should be provided. Further, the invoice for supplies shall clearly bear the GSTIN No./UID No. along with the purchase order No. and date accompanied by dispatch advice and date of packing list.

11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the government of India.

12. Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall liable to discharge the same.

13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.

14. Any liability arising out of dispute on the tax structure, computation, payment to the Government and filing of returns will be to the suppliers account.

15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of service".



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.

17. The Bid evaluation criteria will include but not limited to GST compliance rating when introduced and operational by GSTN. The purchase order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

for M/s.....

Date:

Bidder Signature

ANNEXURE- E - COMMERCIAL BID DETAILS

SUBJECT: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

I. AMC CHARGES OF LPG STOVES

Sl No	Item Description	Qty	Price – Rs.	Applicable Tax (in %)
1.	AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.	1 AU & 2 YEARS	Please quote " AMC CHARGES PER YEAR " against the respective item in the " Price conditions column " in GeM Portal only. (Kindly do not write any Price details in this Sheet	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only. (Kindly do not write any Price details in this Sheet &



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

			& in any of the Tender documents)	in any of the Tender documents)
II. COST OF SPARES/SUPPLY OF ITEMS				
(Kindly do not write any Price details in this Sheet & in any of the Tender documents)				
1.	0050087667- Flexible cylinder pigtail hose 3 ft long	30 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
2.	0050087668- Flexible cylinder pigtail hose 5 ft long	15 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
3.	0050087669- Flexible burner pigtail hose 3 ft long w	20 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
4.	0050087670- Flexible burner pigtail hose 5 ft long w	20 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
5.	Copper burner pig tail 1ft long with 3/8	15 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
6.	Copper burner pig tail 1.5ft long with 3	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
7.	Copper burner pig tail 2ft long with 3/8	20 No	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

8.	Copper burner pig tail 3ft long with 3/8	15 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
9.	Copper cylinder pigtail 2 Ft long with 1	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
10.	Click on adaptor commercial with 1/2" co	25 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
11.	Click on adaptor commercial with 3/8" co	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
12.	M140 burner assy	8 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
13.	RV1200 burner assy	6 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
14.	RV300 burner assy	12 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
15.	T75 burner assy	4 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
16.	T65 burner assy	5 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
17.	T50 burner assy	5 No's	Please quote " Rate per Number " against the	Please specify the applicable tax



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

			respective item in the " Price conditions column " in GeM Portal only.	against the respective item in the " Price conditions column " in GeM Portal only.
18.	T35 burner assy 1 " Type	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
19.	Sun Beam Burner	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
20.	SBC Canteen burners	2 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
21.	Needle control Valve(NCV) 3/8" X 3/8" br	30 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
22.	Needle controle Valve(NCV) 1/2" X 3/8" b	10 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
23.	1" Ball valve flanged type	1 No	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.
24.	LPG stove Lightner 2feet long	20 No's	Please quote " Rate per Number " against the respective item in the " Price conditions column " in GeM Portal only.	Please specify the applicable tax against the respective item in the " Price conditions column " in GeM Portal only.

After going through & understanding all tender terms & conditions including following conditions (as per BEML requirement). I/we quoted the rates in GeM portal.

IMPORTANT NOTE:

1. Kindly do not write any Price details in this Sheet & in any of the Tender documents.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

2. The bidder has to quote "AMC CHARGES PER YEAR" in the GeM Portal and specify the applicable taxes clearly in tax column in the GeM portal for service. Similarly, the bidder has to quote "RATE PER NUMBER" for the Spares/ items in the GeM Portal and specify the applicable taxes clearly in tax column in the GeM portal.

3. Specify the applicable taxes clearly in tax column in the GeM portal against the respective items.

4. Bidder has to forward their quote in detail like Basic Price, Applicable taxes (separately) in the GeM Portal only. Please quote the price details in the "Price Conditions" column **in GeM portal only** against the respective item.

5. Supply of spares and AMC service has to be carried out by single source/firm only.

6. The bidder/firm must to quote for AMC charges and also all the spares/items which are specified in the RFX. If the bidder has not quoted price for AMC & any of the spares/items, their quote will not be considered.

7. Competitiveness (L-1 Status) of the quote/bid will be arrived based on the combined together value of AMC charges and Spares/items specified in the RFX and quoted by the bidder. (i.e. lowest total value)

ANNEXURE - II
FORMAT FOR PERFORMANCE BANK GUARANTEE

Note: 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.

2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100. /-)

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

Bank Guarantee No.....
Dated
Amount



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Valid up to

Claim up to

The General Manager (Materials- Management)
BEML
Bangalore Complex
PB No 7501
New Thippasandra
Bangalore 560075

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of..... (Amount in figures and words).
4. Now, We the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 3-months (three months) longer than the anticipated expiry date of defect liability period / Warranty period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rs.....)
 - (b) This Bank Guarantee shall be valid up to.....
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness where of I/We of the bank have signed and sealed this Guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of theBank.

Signature of Authorized Bank officials.

Name :.....

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above namedin the presence of:



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Witness 1.

Signature.....

Name.....

Address.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

Name.....

Address.....

GENERAL TERMS & CONDITIONS (GTC)

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.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

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.

TERMS & CONDITIONS:

1. This tender form is not transferable under any circumstance. The Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.

2. BEML is not obligated to contract for any of the services described in the Bid invitation /Notice Inviting Tender.

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

3. The Bid invitation / Notice Inviting Tender is not an offer or a contract.

4. Proposals become BEML's property.

5. Bidders will not be compensated or reimbursed for the costs incurred in preparing proposals.

6. BEML is not obligated to contract for any of the products / services described in the Bid invitation / Notice Inviting Tender.

7. BEML Ltd's decision is final for evaluation of the offers.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the contract/Order. BEML's decision on any matter regarding short listing of bidders shall be final.

14. BEML reserves its right to reject any incomplete bid submitted.

15. If sister concern exists then only one bidder to participate.

16. 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.

17. Late offers are liable for rejection.

18. Canvassing by Tenderers in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summarily rejection.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

19. 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.

20. **Validity of the offer:** Offer should be valid for 180 days (One hundred and Eighty days) from the date of opening of the bid.

21. The work should be executed as per the scope of work mentioned in RFx /Tender Enquiry. If any deviation, please specify the same clearly in your Technical bid and if any quotation without meeting our requirement is liable for rejection.

22. The uploaded documents in the GeM Portal should be legible & readable. If required, the entire original documents (of Uploaded Documents in GeM Portal) have to be submitted to BEML Limited, Bangalore Complex within stipulated time (Number days will be indicated in the BEML request E-mail/Letter) if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

23. Bidders/agency is requested to put the page numbers in all the documents which are uploaded in the GeM portal.

24. 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).

25. The accepting officer reserve the right to place order as a whole or part of any service as deemed fit.

26. 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.

27. 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 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.

28. 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.

29. 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)



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

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.

30. 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 15th June 2017**. The full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-preference-make-india-order-2017>.

31. 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.

32. TAX CONDITIONS: 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.

33. GST REGISTRATION: Only GST registered vendor needs to quote. Firm has to update registered GST details in BEML GeM portal to submit quotation.

34. GST-Anti-Profiteering measure: Section 171 (1) any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. As per above section of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

35. All relevant GST registration and documentation through online to be complied with.

36. SAFETY: The firm should take care of all safety precautions in respect of labours engaged by him while working. The firm is responsible for the safety of its workmen and exonerates BEML in case of any accidents. The firm is solely responsible for making good of the damages occurring on account of any possible accident to his labour / BEML property due to his failure to take safety measures.

37. 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.

38. 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.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

39. SECURITY:

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.

40. 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.

41. 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.

42.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.

43. 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.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

44. 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.

45. 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.

46. 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. BEML shall be entitled to prevent a breach of the contract and claim damages in case of breach.

47. 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 15 days 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.

(ii) The defaulting Contractor shall be served with notice of re-purchase.

(iii) Risk purchase loss shall be recovered only after the re-purchase contract has been executed.

(iv) 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.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

48. 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 a non-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.

49. 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.

50. 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.

51. 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.

52. 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.



Tender Reference: GEM/2026/B/7368604

Tender Description: AMC of 2 years for LPG System at Workers canteen and Executive canteen including spares required for LPG gas manifold at Bangalore Complex.

53. 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.

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

55. 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.

56. 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.