

**M/s. BEML LIMITED,
BEML SOUDHA,
23/1, 4th Main
SAMPANGIRAMA NAGAR,
BENGALURU - 560027**

**Notice for Inviting
Expression of Interest (Eoi)**

for

Identification of Eligible & Technically Competent MSMEs

to Collaborate for

**Manufacturing of Superstructure & Supply Airfield Fire Fighting & Recovery Vehicles
(AFFRV)/ Airfield Crash Fire Tenders (ACFT) and its other Conceivable variants.**

Issued by

BEML LIMITED

(Schedule 'A' Company under Ministry of Defence, Govt. Of India)

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SECTION-1

Disclaimer

The information contained in this Expression of Interest (Eol) document provided to the Prospective MSME Firms, by or on behalf of M/s BEML Ltd., or any of its executives or advisors, is provided to the Prospective MSME firm on the terms and conditions set out in this Eol document and all other terms and conditions subject to which such information is provided.

1. The purpose of this Eol is to provide the Prospective MSME Firm with information to assist the formulation of their proposal. This Eol document does not purport to contain all the information each Prospective MSME Firm may require. This Eol document may not be appropriate for all persons, and it is not possible for BEML Ltd., its executives, or advisors to consider the business/investment objectives, financial situation and particular needs of each Prospective Firm who reads or uses this Eol document. Each Prospective Firm should conduct his own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this Eol document and where necessary obtain independent advice from appropriate sources.
2. BEML Ltd., its executives and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Eol document.
3. BEML Ltd., may, in its absolute discretion, but without being under any obligation to do so, modify, amend, or supplement the information in this Eol document.
4. The issue of this Eol does not imply that BEML Ltd., is bound to select and shortlist any or all the Prospective MSME firm. Even after selection of suitable Prospective Firm, BEML Ltd., is not bound to proceed ahead with the Prospective Firm and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
5. The Prospective MSME firm shall bear all costs associated with the preparation, technical discussion/presentation, and submission of response against this Eol. BEML Ltd., shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Eol process.
6. Canvassing in any form by the Prospective MSME firm or by any other agency on their behalf shall lead to disqualification of their Eol.
7. Notwithstanding anything contained in this Eol, BEML Ltd., reserves the right to accept or reject any application and to annul the Eol process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons, thereof. In the event that BEML Ltd., rejects or annuls all the

applications, it may at its discretion, invite all eligible Prospective Firm to submit fresh applications.

8. BEML Ltd., reserves the right to disqualify any applicant during or after completion of EoI process, if it is found there was a material misrepresentation by any such applicant or the applicant fails to provide within the specified time, supplemental information sought by BEML Ltd.

9. BEML Ltd., reserves the right to verify all statements, information and documents submitted by the applicant in response to the EoI. Any such verification or lack of such verification by BEML Ltd., shall not relieve the applicant of his obligations or liabilities hereunder nor will it affect any rights of BEML Ltd.,

SECTION-2**Schedule of Eol process & contact details**

1. **Schedule of Eol process.** The schedule of activities during the Eol Process shall be as follows: -

Sl.No.	Description	Date
01	Issue of Eol Document	17/01/2025
02	Last date & Time of Submission of Eol response	31/01/2025, Time:15:00 Hrs

2. **Contact Details related to Eol**

AGM – Materials, ASMD
Aerospace Manufacturing Division
BEML Limited,
Belavadi Post, Mysuru- 570018
Karnataka, India.
Email : vishwanatha.k@bemltd.in

3. Interested MSME firm meeting the Scope of work and essential eligibility criteria of Eol should submit their response in Company Letter Head indicating Annexure – I, II, and III along with requisite details.

4. The Eol response in hard copy should reach to above address on or **before 15:00 hours of 31/01/2025**. Soft copy of the response may be sent to the email id: vishwanatha.k@bemltd.in and aerospace@bemltd.in

5. **Technical queries** if any, may be forwarded to aerospace@bemltd.in with copy to vishwanatha.k@bemltd.in

SECTION-3

IDENTIFICATION OF ELIGIBLE & TECHNICALLY COMPETENT MSMES TO COLLABORATE FOR MANUFACTURING OF SUPERSTRUCTURE & SUPPLY AIRFIELD FIRE FIGHTING & RECOVERY VEHICLES (AFFRV)/ AIRFIELD CRASH FIRE TENDERS (ACFT) AND ITS OTHER CONCEIVABLE VARIANTS TO DEFENCE, CIVILIAN, AND EXPORT MARKETS.

1. Introduction.

BEML Limited is a Schedule 'A' Company under Ministry of Defence, Govt. Of India' and listed Public Sector Undertaking. BEML Limited has established a significant presence in manufacturing a diverse range of products for key sectors, including Defence & Aerospace, Rail & Metro, and Mining & Construction. With an unwavering commitment to innovation and quality, BEML has emerged as a leading player in these industries.

BEML intends to establish strategic partnerships with innovative and growth-oriented Micro, Small, and Medium Enterprises (MSMEs) in India for manufacturing, supply and life cycle support of Airfield Crash Fire Tenders (ACFT) / Airfield Fire & Rescue Vehicles (AFRV) and its other variants thus seeking proposals from industry partners. This partnership aims to leverage the strengths of both parties to achieve mutual business objectives and contribute to economic development.

2. Objectives of Eol

The primary objectives are:

- (a) To collaborate and onboard MSME for jointly manufacturing of different capacity (4000ltr, 6500 ltr & 10000ltr) variants of AFCT/AFRV and other conceivable variants, supply and provide lifecycle support meeting specified Indigenous Contents defined by Govt. of India (>50%).
- (b) To jointly enhance the technological capabilities and market reach of both parties.
- (c) To drive innovations and improve product offerings.
- (d) To support MSME in accessing new markets including exports.
- (e) Interested Firms are required to furnish undertaking as per Proforma at **Annexure-I, II & III** on their company Letter head.

3. Scope of Work.

BEML Limited intend to collaborate with MSMEs engaged in manufacturing of Superstructure (firefighting & rescue system) for co-developing, joint manufacturing of ACFT& AFRVs and its other conceivable variants with IC contents 50% or more and meeting various specifications ICAO, NFPA 414, JSS 2019 and Indian standards etc., as desired by the

customer. These vehicles will be based on chassis configurations of 4x4, 6x6, 8x8 or any other specific chassis catering to diverse capacities and customer defined requirements. BEML Limited will manufacture the chassis along-with automotive systems and cabin, while MSME firm will assemble the superstructure, encompassing components such as water and foam tanks, fire-fighting systems, dry chemical powder systems, and rescue operation equipment. Additionally, MSME firm will be jointly responsible for the ACFTs supplied for: -

- (a) Installation and Commissioning
- (b) Testing
- (c) Training
- (d) Post Sales Support
- (e) Product Life Cycle Support.

4. Eligibility Criteria. MSMEs interested in participating in this EoI must meet the following criteria and submit the requisite documents along with the bid response:

- (a) Legally registered and operational in India.
 - Submit the document of Registration, PAN details, Udhyam Details, GST Registration, etc.
- (b) Demonstrated expertise and experience in the Firefighting system of ACFT.
 - Similar work done in last 5 years along with proof of PO copies and current order on hand
 - Significant Product features & innovative solutions supported with brochures / catalogues
 - Manufacturing & Testing facility of the firm.
 - Service support / facility across India.
- (c) Sound financial performance with positive net worth (average Net worth of 12 Cr or more in last 3 years)
 - Audited Financial Results for last 3 financial years.
- (d) Commitment to innovation and quality.
 - ISO Certifications: 9001, 14001 and 45001 and any other certifications

4.1 The applicant firm should be an Indian company or holding company as defined at paragraph 20 of chapter I of DAP 2020. It should have a registered office in India. Dealers / distributors / agents / representatives need not respond. Submit the document of Registration, PAN details, Udhyam Details, GST Registration, etc.

4.2 The applicant firm should be OEM/ Integrator of fire equipment, an associate Company (As per Company Act 2013) providing comprehensive Solutions for superstructure/ fire appliances integration on various chassis.

4.3 The applicant firm should have minimum 3 years of experience in design, Development & Supply of same or similar equipment.

4.4 The Applicant Firm should have accomplished the average sale of worth **30 Crores in last 3 years.**

4.5 The applicant firm should **have ISO-9001:2015** or equivalent certifications.

4.6 The Applicant firm has to confirm that it is not black listed by Govt/PSU/MoD.

4.7 The Applicant firm has to confirm their eligibility as per Govt. guidelines as laid down at GFR-144(xi) and amended from time to time viz. Any bidder from a country which shares a land border with India will be eligible to Bid in any Procurement whether of Goods or Services (Including Consulting Services and non-consultancy services) or Works (Including Turnkey projects) only if the bidder is registered with competent Authority as per Ministry of Finance notification: F. No.6/18/2019-PPD dated 23.07.2020.

4.8 The Applicant firm shall have positive Net worth (Assets-Liabilities) for FY ending on 31.3.2024 along with average annual turnover of at least **10 Crore (INR)** in last three Financial Years (Audited Financial Statements to be furnished).

4.9 The Applicant Firm should not be under insolvency resolution as per IBC.

5. Broad Terms and Conditions of Collaboration: -

(a) BEML shall be manufacturing Chassis along with automotive, PTO and cabin as per customer specifications.

(b) Collaborated MSME shall build up the superstructure as per customer specifications.

(c) The margins shall be proportionate to the share of inputs into the equipment or mutually discussed.

(d) Both parties shall be bidding jointly with one of the parties as front end/principal bidder based on the tender requirements. If the tender is for MSMEs, then collaborated MSME shall be the principal bidder and in case of larger / open end/ open tenders BEML shall be the principal bidder.

(e) Each party shall be bound to provide installation, commissioning, training, NCNC trials) if required), life cycle support and upgradation, if desired by the customer and obsolete management.

6. Evaluation Process. All submissions will be evaluated based on the following criteria: -

(a) Alignment with BEML Limited's strategic objectives.

(b) Demonstrated capability and expertise.

(c) Financial health and stability.

(d) Potential for mutual benefits and growth.

(e) Innovation and quality of past projects.

7. Final Evaluation: Shortlisted MSME firms will be required to present to BEML Limited either in person or via video conference at specified date and time.

8. Confidentiality of Process. Information relating to the examination, clarification, evaluation and comparison of EoI and recommendations shall not be disclosed to Prospective MSME/ Firm. Any effort by Prospective MSME/ Firm to influence BEML in processing of EoI or selection decisions may result in the rejection of the response against EoI.

8. Rejection. An Expression of Interest is liable to be rejected for any of the following conditions: -

8.1 The Expression of Interest is not accompanied by required documentation and has failed to provide clarifications related thereto, when sought by BEML.

8.2 Misrepresentation, lack of proper documentation, suppression of material facts, fraud, coercion

8.3 The Expression of Interest is received after the closing time and date.

8.4 If any information which would have entitled BEML to reject or disqualify the applicant becomes known after the applicant has been qualified, it reserves the right to reject the applicant at that time or at any time after such information becomes known to BEML.

9. MISCELLANEOUS

9.1. Applicant's Responsibility:

It is expressly clarified that before submitting the Expression of Interest, the applicant must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of Eol will be applicant's sole risk.

9.2. Amendment:

BEML may modify the Eol by issuing an addendum before the Submission Date. Any addendum issued shall be part of Eol and shall be posted on the website of BEML. To give applicants reasonable time for preparing their Expression of Interest, BEML may at its sole discretion, extend the Submission Date.

In case any amendment/corrigendum to this Eol is issued, it shall be notified only at www.bemlindia.in

9.3. Language:

The proposal application prepared by the Applicant and all correspondence and documents related to the Eol, and exchange by the Applicant and BEML shall be written in English language. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purpose of interpretation of the bid, the English translation shall govern.

9.4. Governing Law:

The governing law for the purpose of the process is the laws of Republic of India and courts of Bengaluru, Karnataka, India shall have exclusive jurisdiction considering any matter arising out of or in connection with this Eol and the process.

9.5. Right to Accept or Reject Submission:

Notwithstanding anything contained in the EOI, BEML reserves the right to accept or reject any Expression of Interest and annul the process and reject all Expression of Interests at any time without any liability or any obligation for such acceptance, rejection or annulment without any reasons.

ANNEXURE-I

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by Central/ State Government of India/ PSU/ Autonomous Institution/ or by any entity controlled by Central/State Governments of India for corrupt or fraudulent practices or non-delivery, non-performance or from participating in any of their project, as on date of submission of EoI.

It is also certified that no insolvency resolution process is pending under the provisions of IBC before any Court/Tribunal as on date of submission of EoI

I / we hereby certify that all the information given above is factual and correct to the best of my/our knowledge.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

ANNEXURE-II

UNDERTAKING

“We hereby confirm and declare that we do not have any litigation/Arbitration history with any Government department/Public Sector Undertaking/Private Sector/ or any other agency, for which we have executed/Undertaken the works/services during the last 5 years, which could impair the operations of the Firm as a going concern.”

I / we hereby certify that all the information given above is factual and correct to the best of my knowledge.

- 1.
- 2.
- 3.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

ANNEXURE-III

Willingness to acceptance the following Salient Clauses to be a part of BEML MoU: -

BEML MoU Clauses: The participating firms must comply with the following briefed terms and conditions outlined in the Memorandum of Understanding (MoU) now, along with your response. MoU will be signed with the evaluated / selected firm.

ARTICLE 1: RELATIONSHIP

Nothing herein contained in this MoU shall be construed as establishing or creating any agency, partnership or Joint venture or any other form of joint enterprise between the Parties or so as to constitute either Party as the agent of the other and both the Parties carry their own responsibilities and liabilities without any recourse to other Party.

ARTICLE 2: EXCLUSIVITY

Exclusivity shall be mutually discussed and dealt in the Definitive Agreement to be entered into between the parties.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that it has full power and authority to enter into and perform its obligations under this MoU.

Each party represents and warrants to the other that it has full compliance with applicable laws/rules.

ARTICLE 4: CONFIDENTIAL INFORMATION

The parties have entered into a Non-Disclosure Agreement (NDA) dated _____ and the exchange of Confidential Information shall be dealt by the said NDA and the same is deemed to have been incorporated herein.

ARTICLE 5: TERM and TERMINATION

This MoU shall be valid for a period of five (05) years from the effective date and may be extended for a further period on mutual agreement of the Parties.

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

- (a) Termination by mutual consent;
- (b) on execution of the definitive agreement between the parties;
- (c) by giving written notice of thirty (30) days by either party to the other party in the event of the liquidation, bankruptcy, reorganization, dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this MoU;

(d) by giving ninety (90) days written notice to the other with or without attributing reasons.

(e) if a Party is blacklisted by any Govt., Statutory Authorities, which make the performance of this MoU by that party impossible. In such case, the party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility in performing the obligations under this MoU.

Notwithstanding the above, termination shall not prejudice any rights and obligations of the parties that accrued prior to the effective date of termination.

ARTICLE 6: GOVERNING LAW & JURISDICTION

This MoU shall be governed by the laws of Republic of India. The courts at Bengaluru, India shall have exclusive jurisdiction to deal with any matter arising out of or relating to/in connection with this MoU.

ARTICLE 7: DISPUTE SETTLEMENT

Disputes if any, arising between the Parties, in connection with this MoU or any other matters connected therewith, will be mutually discussed and amicably settled between the parties by conciliation/negotiation. The disputes which are not settled as above, shall be settled by arbitration in accordance with the rules of Arbitration of the India International Arbitration Centre (IIAC), New Delhi, and the award made in pursuance thereof shall be binding on the Parties. The Arbitration shall consist of a Sole Arbitrator to be appointed mutually by the Parties. The arbitration proceedings shall take place in Bangalore or New Delhi, in case Bangalore venue is not available and be conducted in the English Language. The Arbitration proceedings will be administered by the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023..

ARTICLE 8: NOTICE AND CONTACT PERSON

Any notice or communications between the Parties hereto shall be made in writing in the English language and sent by registered mail or e-mail or fax immediately confirmed in writing by registered mail in the last two cases and it will be considered as valid from the date of its receipt by the receiving Party. Any notice or communications addressed to the Parties in connection with this MOU shall be addressed to the following:

BEML Limited	Firm
BEML Soudha, 23/1,4 th Main SR Nagar, Bangalore – 560027	Address:

Either Party shall be entitled to replace their authorized person or the address for communication at any time by duly notifying the other Party in writing. The change becomes effective at the moment when the other Party gets to know about it.

ARTICLE 9: ASSIGNMENT

Neither Party shall under any circumstances delegate, assign or transfer to any third party the duties and obligations contracted hereunder, without the prior written consent of the other

Party. It is expressly understood and agreed that the parties shall remain solely responsible for all obligations assumed by it under this MOU, without regard to any such delegation, assignment or transfer.

ARTICLE 10: INDEMNITY

10.1 Either party shall keep the other party(s), its officers, directors and employees indemnified and harmless from and against any and all costs, liabilities, losses and expenses (including and not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding arising out of any act(s) and omission of such party.

10.2 Second party will defend, indemnify and hold BEML, and its officers, directors, and employees harmless against any and all claims, losses, costs, expenses, liabilities, and damages (including without limitation reasonable attorney's fees) suffered as a result of any claim, demand, action or suit made or raised against BEML or its officers, directors, and employees by reason of claim of infringement of any patent, trademark, copyright or any other intellectual property right of any third party in relation to the product developed by the second party in connection with this MoU.

ARTICLE 11: AMENDMENTS

No modification to, amendment of, or waiver of any provision of this MoU will be binding, unless the same is made in writing and signed by the parties or by their expressly authorized representatives.

ARTICLE 12: APPROVALS

Any statutory requirement and/or compliance under the respective laws in force for the purpose of this MoU shall be the responsibility of respective parties. Parties shall obtain all approvals, licences, permissions, consents, etc. as may be required for the performance of obligations under this MoU.

ARTICLE 13: NON-SOLICITATION

No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two (2) years. This clause shall be effective for a term of three (3) years from the date of termination of this MoU

ARTICLE 14: SEVERABILITY AND WAIVER

If any provision of this MoU is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and effect of the invalid provision. The waiver by the Party of a breach of any provision of this MoU shall not operate or be interpreted as a waiver of any other right or obligations under the provision of this MoU.

ARTICLE 15: MISCELLANEOUS

Each Party will bear its own costs and their respective expenses and shall not cast any commitment or any financial obligation on the other party in connection with the performance and execution of this MoU and its implementation unless otherwise agreed to by prior mutual agreement between the parties.

Notwithstanding anything to the contrary provided in this MoU, neither party shall be liable to the other party for any special, speculative, punitive, indirect, incidental, consequential loss and/ or damages of any kind (in contract or in tort), but not limited to loss of profits, loss of anticipated profit, loss of revenue, loss of income, loss of data, loss of business, loss of reputation as well as loss of financing cost or increased cost of operations or damages incurred.

This MoU contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, oral and written, and commitments relating to the performance of the work. Neither party has relied upon any representation, express or implied, not contained in this MoU.

This MoU may be executed in one or more counterparts each of which when executed and delivered shall constitute one original but all of which shall together constitute one and the same instrument.

Parties declare and agree that in connection with activities under this MoU they have not performed or will not perform any act which would constitute a violation of any applicable anti-corruption laws and/or regulation or which would cause either party hereto to be in violation of the relevant anti-corruption laws.

Each party shall use its best endeavour to ensure that all acts, deeds and things as are necessary for due fulfilment of any obligation mentioned hereinabove are fulfilled with the agreed time frame.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____