



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)  
BANGALORE COMPLEX, POST BOX : 7501, NEW THIPPASANDRA POST,  
BANGALORE-560075

**NOTICE INVITING TENDER**

**BID INVITATION NO: 6300038779**

**Dt: 28.032024**

**Subject: Design, Development, Manufacture, Testing and Supply of four types of Earth Brush Assembly with related Spares, Simulator and tools for 15 years comprehensive Maintenance during DLMP required for 318 cars of BMRCL-5RS DM project.**

Quotations are invited from Original Equipment Manufacturers (OEM) or authorized representatives of OEM's of Earth Brush Assembly for Metro Rolling stock having experience in Design, Development, Manufacture, Supply, Commissioning and Integrated Testing of Earth Brush Assembly in accordance with the enclosed terms and conditions within the due date mentioned in the Tender. Quotations should be submitted online (E-mode) in BEML SRM Portal in Two-Bid system as below

- 1) **Technical Bid.**
- 2) **Commercial Bid**

**Note:**

1. Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.
2. No commercial terms to be indicated in the technical bid else the offers of such bidders will be rejected and not considered for further commercial evaluation
3. Please note that bidder should be having a **valid Class-III Digital Signature Certificate** issued by authorized Certifying Authority to submit bid in our SRM e-Procurement system. Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the Validity, i.e., the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.

Interested bidders can contact BEML through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the quotations In case of any queries, you may contact BEML SRM Team on phone no. **080-22963269**.

**All Corrigenda, Addenda, Amendments, Clarifications etc. if any, to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only. Bidders should regularly visit BEML's website to keep themselves updated. No separate advertisement shall be published in the Newspaper in this regard.**

**Enclosures :** As above.

**Note:** - 1) This tender consists of 58 nos. of pages including this page.

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### General Instructions to Bidders

1. This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for Design, Development, Manufacture, Testing and Supply of four types of Earth Brush Assembly with related Spares, Simulator and tools for 15 years comprehensive Maintenance during DLMP required for 318 cars of BMRCL-5RS DM project.
2. The Bidders are advised to carefully go through the General Terms and Conditions, Annexures and Appendices etc. that has been enclosed along with this NIT before submitting their 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.
  - d. The bidder shall **sign each and every page of tender document** before submitting the tender. No corrections/revisions will be entertained after opening the bids.
  - e. Late and/or incomplete tender shall not be considered.
  - f. Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
  - g. Bidder shall ensure that all the information & documents submitted by them are true & correct.
  - h. 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.
  - i. 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 PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.
3. Abbreviations used in this NIT

SRM-Supplier Relationship Management	BEML -BEML Limited
NIT- Notice Inviting Tender	BMRCL -Bangalore Metro Rail Corporation Limited
TS-Train set	ERTS - Employer's requirements Technical Specification
PTS- Procurement Technical Specification	ERGS- Employer's requirements General Specification
PO-Purchase order	DLMP -Defect Liability and Maintenance Period
GTC- General Terms and Conditions	PBG – Performance Bank Guarantee

4. 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.

5. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
6. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
7. All the documents shall be uploaded in SRM Portal.
8. BEML reserves 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.
9. Please upload all the Technical Details sought in the Collaboration Folder (**C Folder**) in the system as part of Technical Bid.
10. Submission of Price Bid (Through e-mode on BEML SRM system) : Price bid to be submitted as per the format by clicking on Item Data tab in SRM. Kindly quote unit rate per item on SRM platform. Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered under bidder's remarks against each item. Bidder has to quote basic price and applicable GST in the item data column. Applicable taxes can be selected from the dropdown box. In case any applicable taxes are not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.
11. The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.
12. Bidders to ensure that offers are submitted against individual items in the tender invitation published through BEML SRM e-procurement platform within the Closing date & time indicated therein.
13. Offers received after the closing time and through any other mode will not be entertained.
- 14. The quotation should be kept valid for minimum period of 180 days from the tender closing date.**
15. The price quoted should be both in figures and words. In case of any variation, the price indicated in words shall be considered for the purpose of tender evaluation.

## DETAILS OF THE TENDER

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for Design, Development, Manufacture, Testing and Supply of four types of Earth Brush Assembly with related Spares, Simulator and tools for 15 years comprehensive Maintenance during DLMP required for 318 cars of BMRCL-5RS DM project.

**1) The tender consists of two parts as indicated below:**

Sl. No.	Nature of Bid	Mode of Submission	Details
1	<b>Technical Bid</b>	<b>SRM Portal</b>	a. Integrity pact duly filled with seal and signature with 2 witnesses signature to be uploaded. b. Clause by Clause Compliance to the PTS – Doc no. GR/TD/6554 to be uploaded. c. Clause by Clause compliance to General terms & conditions.
2	<b>Commercial Bid</b>	<b>SRM Portal</b>	Price details to be duly filled in specified field on SRM Portal. Evaluation is based on the total bid value of all the items & services.

**2) Details of Items & Services:**

<b>Table -1: Supply of items</b>				
Sl. No	Part no	Description	UoM	Qty for 318 Cars (53 T. Sets)
1*	5072112101	Earth Brush Assembly – Type A	NO	636
2*	5072112102	Earth Brush Assembly – Type B	NO	106
3*	5072112103	Earth Brush Assembly – Type C	NO	212
4*	5072112104	Earth Brush Assembly – Type D	NO	106

\*Sl. No. 1 to 4 to be supplied as complete set with necessary hardware including adaptor plate and consumable items (Sealant / Loctite) etc., High Power Cable between earth brush to bogie and all miscellaneous material (male & female connector, pin and socket, hardware for installation etc.) .

<b>Table -2: UNIT EXCHANGE SPARES REQUIREMENT (UES) as per Attachment of ERGS as given below</b>				
Sl. No	Part no	Description	UoM	Qty.
1	5072112101	Earth Brush Assembly – Type A	NO	36
2	5072112102	Earth Brush Assembly – Type B	NO	6
3	5072112103	Earth Brush Assembly – Type C	NO	12
4	5072112104	Earth Brush Assembly – Type D	NO	6

<b>Table -3: SIMULATOR REQUIREMENT</b>				
Sl. No	Part no	Description	UoM	Qty.
1	5072112101	Earth Brush Assembly – Type A	NO	1
2	5072112103	Earth Brush Assembly – Type C	NO	1

3) **Delivery Schedule:**

a) **FOR SUPPLY OF EQUIPMENTS:**

Sl No	Part No / Description	Total Qty (Trainsets)	Lot Size for each month (Train Set)	Delivery Schedule
1	Earth Brush Assembly – Type A (5072112101), Earth Brush Assembly – Type B (5072112102), Earth Brush Assembly – Type C (5072112103), Earth Brush Assembly – Type D (5072112104)	53 T. Sets (318 Cars)	1+ simulator	Sept'24
			1	Feb'25
			1	Mar'25
			2	Apr'25
			2	May'25
			2	Jun'25
			2	Jul'25
			2	Aug'25
			2	Sep'25
			2	Oct'25
			3	Nov'25
			2	Dec'25
			3	Jan'26
			3	Feb'26
			2	Mar'26
			3	Apr'26
			2	May'26
			3	Jun'26
			2	Jul'26
			2	Aug'26
3	Sep'26			
2	Oct'26			
2	Nov'26			
2	Dec'26			
2	Jan'27			

Refer Key date of BMRCL 5RSDM contract in Annexure –III

b) **FOR Unit Exchange Spares:**

Sl.No.	Particulars	Schedule
1	Kothanur Depot	Dec' 24
2	Baiyappanahalli Depot	Nov'25
3	Airport Depot	May'26

\*Quantity breakup of Unit Exchange Spares for each Depot will be share before finalization of contract on L1 bidder.

**c) FOR SIMULATOR REQUIREMENT:**

Sl No	Part No / Description	Total Qty (Trainsets)	Lot Size for each month (Train Set)	Delivery Schedule
3	Earth Brush Assembly – Type A (5072112101), Earth Brush Assembly – Type C (5072112103).	Simulator Requirement	1 each	Sept'24

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**SUBMISSION OF TECHNICAL BID**

<p align="center">Technical Bid submission Conditions</p>	<p><b><u>TECHNICAL BID (Without Price Details)</u></b> shall be uploaded and submitted in the SRM Portal, wherein only technical Bid /technical information shall be uploaded as indicated below:</p> <ol style="list-style-type: none"> <li>a. Bidders should upload duly filled, signed &amp; stamped Integrity Pact with two witnesses.</li> <li>b. Clause by Clause compliance for the BEML Procurement Technical Specification (PTS): Doc no: GR/TD/6554 dated: 06.12.2023. Bidders to refer “<b>PTS</b>” (<b>Annexure</b>) enclosed along with this tender document. Bidders should upload the following documents duly filled, signature &amp; stamped under technical bid. Bidder to upload enclosures related to technical &amp; other information deemed appropriate in respect of this tender on the letter head of the company, if any. Photographs / Drawings if any may be uploaded.</li> <li>c. Bidders to refer “<b>GENERAL TERMS AND CONDITIONS (GTC)</b>” enclosed along with this tender document and upload clause by clause compliance of GTC duly filled, signature &amp; stamped along with the supporting documents as specified therein.</li> <li>d. Bidders to upload duly filled, signature &amp; stamped confidentiality agreement in plain paper</li> <li>e. Bidders to upload duly filled, signature &amp; stamped Compliance to Land border sharing Clause</li> <li>f. Bidders to upload duly filled, signature &amp; stamped Compliance to purchase preference under public procurement policy</li> <li>g. Bidders to upload duly filled, signature &amp; stamped Compliance to Contact Details of Supplier/ Bidder –</li> <li>h. BEML at its sole discretion reserves the right to seek the Soft/ Hard copies of the documents which are already been uploaded in SRM, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required. In such cases, only the documents uploaded in SRM Portal in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.</li> </ol> <p><b>NOTE:</b> Please note Commercial Bid /Price details should not be indicated in TECHNICAL BID, else such bids will not be considered for further evaluation.</p>
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**SUBMISSION OF COMMERCIAL BID**

The price bid to be submitted through SRM Portal. The following details are to be entered in the SRM Portal.

<b>TABLE -1: SUPPLY FOR ITEMS</b>						
Sl	Kit Part no	Description	UoM	Total Quantity for 318 Cars (53 T. Sets)	Unit Rate	Total price for 53TS
1	5072112101	Earth Brush Assembly – Type A	NO	636	Price to be uploaded in commercial bid only.	Price to be uploaded in commercial bid only.
2	5072112102	Earth Brush Assembly – Type B	NO	106		
3	5072112103	Earth Brush Assembly – Type C	NO	212		
4	5072112104	Earth Brush Assembly – Type D	NO	106		
<b>SUBTOTAL (Table-1)</b>						

<b>TABLE -2: UNIT EXCHANGE SPARES REQUIREMENT (UES)</b>						
Sl	Kit Part no	Description	UoM	Total Quantity	Unit Rate	Total price
1	5072112101	Earth Brush Assembly – Type A	NO	36	Price to be uploaded in commercial bid only.	Price to be uploaded in commercial bid only.
2	5072112102	Earth Brush Assembly – Type B	NO	6		
3	5072112103	Earth Brush Assembly – Type C	NO	12		
4	5072112104	Earth Brush Assembly – Type D	NO	6		
<b>SUB TOTAL (Table-2)</b>						

<b>TABLE -3: SIMULATOR REQUIREMENT</b>						
Sl	Kit Part no	Description	UoM	Total Quantity	Unit Rate	Total price
1	5072112101	Earth Brush Assembly – Type A	NO	1	Price to be uploaded in commercial bid only.	Price to be uploaded in commercial bid only.
2	5072112103	Earth Brush Assembly – Type C	NO	1		
<b>SUB TOTAL (Table-3)</b>						

**Note: Bidder has to quote for above items in SRM portal.**

1. Commercial evaluation will be based on total extended bid value of the tender i.e. Table-1+Table-2+Table-3
2. The commercial bids of the technically acceptable vendors only will be opened for further commercial evaluation.
3. Acceptable Currencies: Price should be quoted in any of the following currencies only:
  - Indian Rupee (INR)
  - Euro (Eur)
  - Japanese Yen (JPY)
  - US Dollar (USD)

Offers of bidders quoting in any other currencies will not be considered and will be summarily rejected.

## [ANNEXURE – I]

**GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS:****1. GLOSSARY, DEFINITIONS & INTERPRETATIONS**

- a) The Purchaser means “(include company name and address)” (A Government of India Undertaking) incorporated under the Companies Act having its registered office at “BEML Soudha, No. 23/1, 4th main, S.R. Nagar, Bengaluru – 560027” and shall be deemed to include its successors and assignee.
- b) 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.
- c) Parties to the Contract’ shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- d) 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.
- e) Acceptance of Tender’ Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- f) Purchase Orders (PO) / 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.
- g) Stores / Materials / Services’ means the goods or services as described in Procurement Technical Specification (P.T.S.) and in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- h) Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender. Employer (BMRCL) Requirement Technical specification (ERTS) & Employer (BMRCL) Requirement General specification (ERGS)
- i) End-Customer / End-user means: Bangalore Metro Rail Corporation Ltd (BMRCL).
- j) Words in singular include the plural & vice-versa.
- k) 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.

- l) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.
- m) F.O.B / F.D.D / DAP. is to be interpreted in accordance with the provisions of INCOTERMS 2010, unless otherwise specified in this Tender Document / Purchase order.

## 2. SUBMISSION OF THE TENDER:

### Tender is in TWO-BID system (Technical & Commercial Bid)

Bids should be submitted online mode only as follows:

#### a) Submission of Technical bid (without price):

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

#### b) Submission of Commercial bid:

- i. The commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for further commercial evaluation.
- ii. Price details in specified field on SRM Portal to be submitted.
- iii. Bidder to quote for all the items / services if any.

#### c) General:

- i. If dealers are submitting the bids in place of OEM, Dealer should submit Authorization letter from OEM.
- ii. BEML reserves right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- iii. 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.
- iv. 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, they are not eligible to participate in this tender.
- v. 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.

- vi. 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.
- vii. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- viii. The Tender/Notice Inviting Tender is not an offer or a contract.
- ix. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.
- x. BEML's decision is final for Evaluation of the offers.

### 3. SUPPLIERS SHARING LAND BORDER WITH INDIA:

Land Border Sharing Declaration in-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, shall be applicable for bidders / suppliers sharing land border with India. Bidders to upload signed & sealed as per **Appendix 'K'** (attached).

### 4. PREFERENCE TO MAKE IN INDIA:

Purchase Preferences as per MII (Make In India Policy) and MSE Purchase Preference as Per Public Procurement Policy is Applicable in-line with revised public procurement (preference to make in india), order 2017 dated 04th June, 2020 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, shall be applicable for bidders / suppliers under Purchase preferences. Bidders shall upload necessary supporting documents and to upload signed & sealed **Appendix 'L'** (attached).

### 5. DELIVERY TERMS:

- a) In case of foreign Supplier: F.O.B (Free on Board) to nearest port basis. The intimation for shipment should be provided 21 days prior to the delivery schedule to our nominated freight forwarder and the consignment to be handed over to our freight forwarder before the cut-off date for sailing.
- b) In case of Domestic Supplier: F.O.R (Free on Road) /F.D.D. (Free Door Delivery), BEML, Bangalore Complex.

### 6. PAYMENT:

#### I. SUPPLIES:

##### a) APPLICABLE TO FOREIGN BIDDERS

- i. LC payment -100% 60 days from the date of receipt of material at BEML stores subject to inspection clearance.

- ii. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.
- iii. TDS (Tax deducted at source) will be applicable for service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated by the bidder for the services that are proposed be carried out.

b) **APPLICABLE TO THE DOMESTIC BIDDERS**

- i. Terms of payment are 100% 60 days from the date of receipt of material at BEML stores subject to inspection clearance & for MSE firms 45 days from the date of receipt of material subject to acceptance as per MSME act.

Bidders to indicate the category of their firm under Micro/Small/Medium industries, with necessary documentary proof of evidence, for the purpose of evaluation and data updating.

**Micro and Small enterprises (MSE) registered under UDYAM registration are eligible for the 45 days payment on submission copy of MSE certificate issued by UDYAM.**

- ii. TDS (Tax deducted at source) will be applicable for service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated by the bidder for the services that are proposed be carried out.

**The payment is further subject to the following:**

- a) The Invoice shall be compliant with GST laws.
- b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.
- c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier.
- d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.
- e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.
- f) Relevant TDS / TCS as applicable shall be deducted as per prevailing Income Tax / GST / GOI notifications
- g) The supplier should submit the following documents for each supply:
  - Tax Invoice; GSTR-1 return filed with authorities with the relevant abstract
  - GSTR-3B return or any other form of return prescribed by the authorities.
  - Copy of Challans regarding deposit of GST
  - Certificate of Chartered Accountant

7. **PRICE BID VALIDITY:** The Bid should be valid for 180 days from the date of tender opening. BEML's acceptance of the tender at the quoted / negotiated rates will be binding on the tenderer during the tenure of contract.

**8. FIRM PRICE FOR SUPPLY**

The prices remain firm for the entire supplies of the purchase order and no escalation shall be entertained under any circumstances. The prices are to be firm & no increase in finalized price will be entertained after awarding contract during the period of Contract for any reasons whatsoever.

## 9. INSPECTION:

The Supplier guarantees that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used.

The Supplier guarantees that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of BEML regarding the characteristics, quality and reliability of delivery.

The Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier guarantees that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable.

The supplier guarantees that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier 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.

**FIRST ARTICLE INSPECTION (FAI):** FAI shall be carried out as per Procurement Technical Specification (PTS) applicable for this tender.

## 10. WARRANTY:

- a) The supplied goods/stores to the purchaser under the contract shall be of the highest grade, free of all defects & faults in material and of the best quality, manufacture and workmanship and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly throughout warranty period.

Any defect/fault & non-conformance to standards & descriptions as aforesaid, found during warranty period shall be rectified /repaired/replaced free of cost & at supplier's risk to the complete satisfaction of BEML / End user, within reasonable time at the ultimate destination.

*The said goods/stores shall be warranted for a period of 36 months from the date of last supply or 24 months from the date of taking over of last train set by BMRCL whichever is earlier.*

### b) **Guarantee / Warranty replacement:**

Replacement of Items during Guarantee / Warranty period shall be dispatched on Duty Paid basis (DDP) / F.O.R – BEML Stores / designated destination” basis.

- c) The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which BEML may have against the supplier, whether in tort or otherwise.
- d) If any defect or damage is one requiring immediate attention from safety / environmental view point / operational viewpoint, then BEML has the authority to proceed with rectification in any manner suitable and deduct such sums from the suppliers Bill or purchase order whichever is active.

## 11. PERFORMANCE BANK GUARANTEE (PBG):

Firm shall submit the following Performance Bank Guarantees:

**FOR SUPPLY OF EQUIPMENTS (TABLE-1 TO 3):**

- a) Supplier should submit Performance Bank Guarantee for amount equivalent to 10% of the Contract value valid for the warranty period with additional 3 months claim period. The bank guarantee has to be submitted within 60 days from the date release of Purchase order from BEML but not later than 30 days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order and validity shall be extended as required till the completion of warranty period.
- b) In case BEML is constrained to extend the Performance Bank Guarantee to its customer BMRCL, due to the failure of aggregates attributable to the supplies made by the supplier or non-fulfilment of NRC activities if applicable, then the costs involved to BEML for such PBG extensions shall be borne by the supplier.

**General terms of PBG:**

- a) In case of foreign bank guarantees, the BGs from foreign banks, authorized /recognized by RBI to issue a Bank Guarantee, in their own letter head will be accepted.

In the case of PBG/s submitted from Indian Bank, the PBG shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.

Format for PBG is attached for reference.

PBG shall be returned back only after completion of Warranty Period and if there is no defect /failure/negligence/complaints and /or any claims notified to BEML on part of supplier in fulfilling the supplies and activities.

- b) In the absence of performance bank guarantee to be submitted by the supplier as per contract terms, BEML will not open Letter of Credit (LC) in the cases of LC in favor of supplier pertaining to the shipment / stores to be supplied as per first delivery schedule indicated in the purchase order. Any delay in submission of performance bank guarantee by the supplier, the subsequent delay in opening in Letter of Credit by BEML and supplies to be effected by the supplier are to the account of the supplier, which attracts liquidated damage charges as per contract terms.
- c) No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.
- d) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.
- e) The Bank Guarantee shall be established through Structured Financial Messaging System (SFMS) mode from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI.
- f) A separate copy of the BG has to be sent by the issuing bank to the Purchaser's bank through SFMS. The details of Purchaser's bank are as under:

**STATE BANK OF INDIA**  
**Overseas Branch, No.65,**  
**St. Marks Road,**  
**Bangalore – 560001, IFSC Code: SBIN0006861**

- g) Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:

Code	Purpose
MT760	Confirmation of Bank Guarantee
MT767	Amendment in Bank Guarantee

- h) Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Purchaser.
- i) The Bank Guarantee validity shall be extended as required till the completion of all contractual and warranty obligations in Full.

## **12. RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE:**

- a) BEML reserves the right to increase or decrease the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule
- b) BEML may at its discretion may advice the supplier in writing about the increase of the total quantity up to 13 complete train sets requirement of 6 cars each i.e. 78 cars.
- c) Supplier shall be required to supply increased ordered quantities at the contracted terms & conditions and determined prices and no additional amount on account of quantity variation or escalation or any other account whatsoever payable to the supplier.
- d) In case of increase in quantity beyond the original bid quantity, the delivery schedule for the increased quantities shall be mutually decided at the time of exercise of quantity variation by the Purchaser

## **13. LIQUIDATED DAMAGES CLAUSE:**

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of the Purchase order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the PO. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Should the supplier fail to deliver the stores or any consignment thereon within the period prescribed for such delivery, BEML shall be entitled:

“To accept the delayed supply and to recover from the supplier Liquidated Damage charges at the rate of 0.1% of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay for first 30 days and 0.25% of the total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay beyond 30 days to the maximum of 10 % of the affected delivery schedule of the purchase order.”

The penalty / LD will be charged on the value of the affected delivery schedule excluding statutory levies, freight and insurance wherever not included in the price.

## **14. RISK PURCHASE CLAUSE:**

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. Shall the



supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either;

- a. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description (where stores exactly complying with the description and readily procurable) without cancelling the PO in respect of consignment not due for delivery

**or**

- a. To cancel the purchase order.

In the event of action being taken under clause (a) or (b) above, the supplier shall be liable for any loss, which BEML may sustain on that account but the supplier shall not be entitled to any gain or purchases made against default. As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the purchase order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which BEML may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

#### **15. SECRECY AND CONFIDENTIALITY:**

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

#### **16. AUTHORITY OF PERSONS SIGNING DOCUMENT:**

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

#### **17. 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 acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. 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 receipt of the order.

#### 18. OTHER CONDITIONS:

- a) Refer BEML Purchase Manual (can be accessed in BEML website [www.bemlindia.in](http://www.bemlindia.in)) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions
- b) The firm shall take necessary permission for their employees to enter the factory premises and the firm shall arrange ESI & PF coverage to their employees / labourers if any from their end. The firm shall indicate ESI NUMBERS for the labourers hired or employed in advance in order to prepare work permit inside the factory.
- c) BEML will not have any kind of binding towards the compensation on case of injury / death to the firms employees while working in BEML premises or other wises.
- d) BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose.

#### 19. PRICE, INVOICING AND PAYMENT:

The agreed prices are **fixed prices** in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the supplier and purchaser. The method of invoicing shall be without prejudice to the parties; agreement as to the place of performance. Invoices shall be submitted bearing the Purchase Order number & date, item number / s and supporting documents as called for in the Purchase Order.

As soon as each shipment is made in line with the delivery schedule specified in the purchase order, the supplier shall send **one set of Original documents and three (3) sets of photocopies** each of the following documents to the address indicated below by courier service.

- i. Commercial Invoice
- ii. Delivery Challan
- iii. Packing List
- iv. BEML's Inspection clearance document(s), material test certificates and other applicable quality documents pertaining to the supplies.

#### **Postal Address**

The Deputy General Manager,  
Purchase Department  
BEML, Bangalore Complex,  
PB No.7501, New Thippasandra post,  
Bangalore, Karnataka, India,  
Postal Code - 560 075

**20. PROGRESS REPORT:**The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

**21. QUALITY & WORKMANSHIP:**

The stores supplied shall be of the best quality and Workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall answer to the description in all respects. All supplies shall be accompanied by supplier's works inspections / test certificates duly certifying, the Stores are in strict conformity with the drawings / specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the supplier, no request shall be entertained for re-inspection or acceptance of the stores. However, BEML reserves the right to re-inspect the stores and consider acceptance at its discretion.

**22. QUALITY, CONDITION OF DELIVERY:**

The Supplier shall guarantee that the delivery is of good quality and free from all defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used. The Supplier shall guarantee that the delivery corresponds exactly with the provisions of the agreement, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of delivery. The Supplier guarantees that the delivery is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications listed and from the order.

The Supplier shall guarantee that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier 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.

**23. SUPPLY OF SAMPLE: (if applicable)**

The Contractor shall produce samples of all materials and shall obtain approval before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian Standard Specifications a published up to the date of issue of this tender. The Contractor shall on demand produce original receipts vouchers/invoices in respects of materials supplied by him.

**24. INSPECTION, TESTING & CONSEQUENCE OF REJECTION:**

The goods and stores shall be of approved design and each part /component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of purchaser.

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Purchaser's right to compensation.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are noticed at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at

his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Supplier's premises the material and workmanship of all stores to be supplied under the Contract, and if the part of the stores are being manufactured at other premises the Supplier shall obtain Purchaser's or his authorized representative's permission to inspect, examine and test as if the said stores are being manufactured at the Supplier's premises. Such inspection, examination and testing, if made shall not release the Supplier from any obligation under the Contract.

All costs related to inspections and re-inspections shall be borne by the Supplier. The cost of inspection staff / third party specified by the Purchaser shall be borne by Purchaser, unless otherwise specifically agreed. Whether the Contract provides for tests on the premises of the Supplier or any of his Sub-contractor/s, Supplier shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Purchaser only if specifically agreed.

The supplier shall give the authorized representative of the Purchaser reasonable prior notice in writing of the date on and the place at which any stores will be ready for inspection / testing as provided in the Contract.

## **25. RAW MATERIALS ARRANGEMENT:**

The supplier shall make his own arrangement to procure all raw materials required and BEML shall not be responsible for any assistance in such procurement or whatsoever.

## **26. IDENTIFICATION OF ITEMS / PIECES:**

The supplier shall indicate / emboss / engrave, suitable identification marks (Viz. BEML stock number, supplier code number, batch no. etc.,) on each item/piece (or) on all components at convenient non-machinable place as per drawing, wherever applicable.

Also, shall indicate BEML part number, PO No. and date in all delivery documents, invoices and correspondence, wherever applicable.

## **27. PACKING AND MARKING:**

- a) Packing to be in such a way that it should avoid transit/storage/handling damage.
- b) The supplier shall package the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the

effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

- c) The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time).
- d) Supplier shall indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should withstand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.
- e) Marking shall include the following information in sequence on the frame commensurate with the size of package.

**To: M/s. BEML Limited, Bangalore Complex,  
New Thippasandra,  
Bangalore – 560075,  
Karnataka State, India.**

**Purchase order number:**

**Shipper's mark:**

**Package number:**

**Identification number:**

**Caution marks, if applicable:**

**Net weight, gross weight and cubic measurement, whichever is appropriate for the shipment.**

## **28. APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedure, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts of shall have sole jurisdiction over disputes between purchaser and the Supplier.

## **29. 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.

## **30. ARBITRATION:**

Any disputes and differences that may arise between the parties in connection with this Agreement/Contract shall be settled by the parties amicably by way of mutual discussion / negotiation / conciliations. In case parties fail to settle the dispute amicably, then the dispute or

difference shall be referred to India International Arbitration Centre for resolution. The Arbitration Tribunal shall consist of Sole / three Arbitrator /s. The Arbitrator /s shall be appointed and Arbitration proceeding shall be conducted in accordance with the provision of India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023.

During Arbitration, “Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”

### **31. INTELLECTUAL PROPERTY RIGHTS; LICENSES:**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

The Supplier shall defend and indemnify BEML against any claims, costs or expenses incurred by reason of any infringement of alleged infringement of any letters, patent, registered design, trademarks or trade name by the use of sale of the stores / goods /material and against all costs or damages which BEML may undergo in legal action for such infringement or for which the BEML may become liable in any such action.

The supplier shall at all times indemnify BEML and shall take all risk of accidents or damage which causes a failure of the supply. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971-as modified from time to time wherever applicable and shall also indemnify the Company from and against any claims under the aforesaid Act and the Rules.

### **32. BRIBES AND GIFTS:**

Any bribe, commission, 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 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 shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-15** hereof. Any question or dispute as to the committing 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.

### **33. 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.

#### **34. FALL CLAUSE:**

- a) The prices charged for the stores supplied under this P.O by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other BEML Office / Division during the pendency of this PO.
- b) If at any time, during the said period, the supplier reduces the sale price of such stores or sells such stores to any other BEML Office / Division at a price lower than the price chargeable under this P.O and the price payable under this PO for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

#### **35. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

#### **36. ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to sub-contract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

#### **37. DIVISION OF PATRONAGE:**

BEML at its discretion reserves right to issue order for 100% quantity on L1 firm (or) in the ratio of 60:40 between L1 & L2 (or) in the ratio of 50:30:20 between L1, L2 & L3 at L1 negotiated rates. 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.

### 38. INTEGRITY PACT:

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](mailto: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](mailto:abhayabk@gmail.com)

### 39. GST TERMS & CONDITIONS:

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the



Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.

3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.

If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc., incurred by BEML shall be recoverable from the Supplier.

6. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government
7. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ..... is on the Recipient of Service” in the invoice raised on BEML.
8. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
9. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

10. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

11. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

#### **40. TAX CLAUSE:**

- a) Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.
- b) Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.
- c) Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.
- d) Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier.
- e) HSN CODE/CHAPTER ID and SAC Code details are to be indicated against each item.
- f) TDS (Tax deducted at source) will be applicable for 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.

#### **41. PROJECT IMPORT REGISTRATION: -**

Customs duty on input content imported by domestic bidders to manufacture tendered items. Bangalore Metro Rail Project is eligible for the concessional rate of custom Duty under chapter 98.01 of Custom Tariff Act for Project Import registration mode. In case if an indigenous supplier imports some items from outside India, the firm has to register with customs for availing concessional rate of duty i.e. 7.5% BCD plus cess, through project import registration mode and same to be considered in quoted rates.

To avail the concessional customs duty benefit, Bill of Material (BOM) of such imported material in the prescribed template (containing part number, description, qty, price, source of supply, mode of shipment – Air/Sea, port of arrival etc.) should be submitted by bidders to BEML within 02 months from finalization of the contract for obtaining PIR sponsoring letter from BMRC. The PIR sponsoring letter should be registered by the bidders with the concerned Customs Authorities at designated Port of Arrival.

The supplier shall maintain details of concessional Custom Duty deposited with the authority and submit the following for reimbursement of Custom Duty: -

- i) Bills of Entry
- ii) Challan for deposit of Custom Duty
- iii) Declaration that the Sub-contractors/Sub-vendors have neither claimed the deemed export benefit nor they will claim the same.
- iv) Declaration that the Contractor has not claimed the deemed export benefit.

However, the custom duty on items procured for meeting the obligations under DLMP shall be reimbursed as applicable and as per actual supply and use for this contract only based on Custom Duty amount indicated in the Bill of Entry (BoE).

#### 42. INSURANCE COVERED BY BEML.

BEML has insured the Material being procured and the risk Coverage under the MCE policy shall commence from the moment of the first goods/consignments are lifted, mechanically or manually or otherwise, from anywhere in the world for loading onto the transport (all modes included) and remain in force during transit up to BEML's works.

#### DEPOT AND ALLOCATED TRAINSET DETAILS:

SL. NO.	DEPOT	ALLOCATED TRAINSET (Y)
1	BYAPPANAHALLI	16 TS
2	KOTHANUR	16 TS
3	AIRPORT	21 TS

#### 43. REQUIRED SCHEDULE :

##### a) FOR SUPPLY OF ITEMS:

Sl No	Part No / Description	Total Qty (Trainsets)	Lot Size for each month (Train Set)	Delivery Schedule
1	Earth Brush Assembly – Type A (5072112101), Earth Brush Assembly – Type B (5072112102), Earth Brush Assembly – Type C	53 T. Sets (318 Cars)	1+ simulator	Sept'24
			1	Feb'25
			1	Mar'25
			2	Apr'25
			2	May'25

(5072112103), Earth Brush Assembly – Type D (5072112104)	2	Jun'25
	2	Jul'25
	2	Aug'25
	2	Sep'25
	2	Oct'25
	3	Nov'25
	2	Dec'25
	3	Jan'26
	3	Feb'26
	2	Mar'26
	3	Apr'26
	2	May'26
	3	Jun'26
	2	Jul'26
	2	Aug'26
	3	Sep'26
	2	Oct'26
	2	Nov'26
	2	Dec'26
	2	Jan'27

Refer Key date of BMRCL 5RSDM contract in Annexure -III

**b) FOR Unit Exchange Spares:**

Sl.No.	Particulars	Schedule
1	Kothanur Depot	Dec' 24
2	Baiyappanahalli Depot	Nov'25
3	Airport Depot	May'26

\*Quantity breakup of Unit Exchange Spares for each Depot will be share before finalization of contract on L1 bidder.

**c) FOR SIMULATOR REQUIREMENT:**

Sl No	Part No / Description	Total Qty (Trainsets)	Lot Size for each month (Train Set)	Delivery Schedule
3	Earth Brush Assembly – Type A (5072112101), Earth Brush Assembly – Type C (5072112103).	Simulator Requirement	1 each	Sept'24

## [ANNEXURE – II]

## COMPLIANCE REPORT FOR PROCUREMENT TECHNICAL SPECIFICATION (PTS)

<b>Compliance to PTS GR/TD/6554 dtd: 06.12.2023</b>				
<b>PTS Clause No</b>	<b>Description</b>	<b>Complied</b>	<b>Not Complied</b>	<b>Remarks</b>
1. Introduction	1.1. General			
	1.2. Climatic and Environmental Conditions			
	1.3 Environmental Conditions in Tunnel			
	2.1 Line Characteristics			
	2.2. Track Structure Parameters refer ERTS section 2.3.2 & 2.3.3 Table 2.3 & 2.4			
	2.3 Current Collection System (Appendix E of ERTS.)			
	2 Qualification Criterion (ref. ERTS 5.1.2, ERTS 5.1.5.)			
2. Definitions and Abbreviations	2.1 Definitions			
	2.2 Abbreviations			
3. Precedence of Documents	(1)BMRCL 5RS-DM ERTS (2) BMRCL 5RS-DM ERGS (3) GTC (4) PTS			
4. Standards	i)General Standards: IEC, UIC, EN, BS, JIS, NF, NFPA, ASTM etc.			
	ii) Subcontractor's Standards			
5. Scope of Supply and Work	5.1 Hardware per ERGS 9.5.5			
	5.1.1 Earth Brush Assembly Type 'A', Type 'B', Type 'C' & Type 'D' as per Drawings			
	5.2 Technical Specs. of Earth Brush Assy.			
	5.3 Interface Responsibilities			
	5.4 Design for EMC			
	5.5 Design Information			
	5.3.1 General			
	5.3.2 Design Documents			
6. Testing	6 Testing			
	6.1 Operation & Maintenance Manual and Spare Parts Catalogue			
	6.2 Warranty			
	6.3 Handing over of Earth brush assembly			
	6.4 Training			

7. Technical Requirements	7.1 General : The Supplier shall comply, but not be limited to, with the following sections in TS and GS for the Earth brush assembly. a)Chapter 3 in ERGS (b)Chapter 4 in ERGS (c )Chapter 6 in ERGS (d) Chapter 8 in ERGS (e) Chapter 9 in ERGS (f) Chapter 10 in ERGS (g) Chapter 2 & 3 in ERTS (h) Chapter 18 in ERTS (i) Appendix A in ERTS (j) Appendix D in ERTS			
	7.2 Technical Requirement of Earth brush assembly			
	7.3 RAMS Requirements			
	7.4 Fire Safety			
	7.5 Maintenance Requirement			
	7.6 System Assurance (SA)			
	7.7 Materials and Workmanship			
	7.8 Spares, Special Tools & Testing Eqpts.			
	7.9 Quality			
	7.10 Testing			
8.0 Submittals – Technical Offer	<p><b>The Bidder shall provide the following as part of technical offer.:</b></p> <p>a) Complete Technical offer for Earth brush assembly along with technical description, specification drawings, and weight details</p> <p>b)Clause wise compliance against PTS - Doc no. GR/TD/6554</p> <p>c)BMRCL ERGS with all Addendum.</p> <p>d)BMRCL ERTS with all Addendum.</p> <p>e)Relevant deliverables for ERTS &amp; ERGS, RAMS and LCC documents(sample formats are enclosed for reference).</p> <p>f)Proposed Manufacturing plant details for BMRCL contract and Localization plan</p> <p>g)Complied: “Complied” shall be indicated by the bidder where the bidder is able to comply fully with the clause.</p> <p>h)Noted: Where a clause merely provides information, and no other comment is necessary, “Noted” will suffice. However, “Noted” and/ or “any comments” shall be regarded as compliance from the subcontractor for his Scope of supply/ work.</p> <p><u><i>i)Offers with Non-compliance and deviations to any of the ERTS, ERGS &amp; PTS clauses with regard to Earth brush assembly are liable for rejection.</i></u></p> <p>j)List of DLP and commissioning spares, special tools &amp; testing eqpt. For comprehensive maintenance during warranty period..</p> <p>k) List of improvements carried out with reference to previous supplies and any GC notes raised by BMRCL regarding design and quality issues if applicable.</p>			

9.0 Attachments	<p><b>The Bidder shall Comply with the following as part of technical offer :</b></p> <ul style="list-style-type: none"> <li>a) ERGS with all addendum</li> <li>b) ERTS with all addendum</li> <li>c) Annexure 1_of PTS – Technical offer submittals Check Sheet</li> <li>d) Annexure 2_ Vendor approval form</li> <li>e) Annexure 3_ Vendor’s declaration</li> <li>f) Annexure 4_ Layout of Earth brush assy.</li> <li>g) Annexure 5_ FMECA</li> <li>h) Annexure 6_ RAMS &amp; Annual LCC formats for reference</li> <li>i) Fault Tree Analysis</li> <li>j) Subsystem Hazard Analysis</li> <li>k) Corrective maintenance cost details for Earth Brush Assy</li> <li>l) Preventive maintenance cost details for earth brush assy.</li> <li>m) Overhaul cost details for earth brush Assy.</li> <li>o) Guidelines to the MMS and MTM</li> </ul>			
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**Authorized signatory with company seal / stamp**

**ANNEXURE – III**  
**10. KEYDATES OF BMRL 5RSDM CONTRACT**

Contract 5RS-DM Milestone Dates				
Sl.No	Details of Train sets	Receipt of TS at Depot	Handing over of TS	
		Date	Date	
			GoA2	GoA4
1	First Indigenously Manufactured 6-cars Train.	21-Jun-25	15-Nov-25	19-Jun-27
2	Second Indigenously Manufactured 6-cars Train.	5-Jul-25	22-Nov-25	27-Jun-27
3	third Indigenously Manufactured 6-cars Train.	26-Jul-25	6-Dec-25	6-Jul-27
4	fourth Indigenously Manufactured 6-cars Train.	9-Aug-25	13-Dec-25	14-Jul-27
5	fifth Indigenously Manufactured 6-cars Train.	23-Aug-25	27-Dec-25	23-Jul-27
6	sixth Indigenously Manufactured 6-cars Train.	6-Sep-25	3-Jan-26	31-Jul-27
7	seventh Indigenously Manufactured 6-cars Train.	27-Sep-25	17-Jan-26	9-Aug-27
8	eighth Indigenously Manufactured 6-cars Train.	11-Oct-25	24-Jan-26	17-Aug-27
9	ninth Indigenously Manufactured 6-cars Train.	25-Oct-25	31-Jan-26	26-Aug-27
10	tenth Indigenously Manufactured 6-cars Train.	15-Nov-25	14-Feb-26	3-Sep-27
11	eleventh Indigenously Manufactured 6-cars Train.	29-Nov-25	21-Feb-26	12-Sep-27
12	twelfth Indigenously Manufactured 6-cars Train.	13-Dec-25	7-Mar-26	20-Sep-27
13	thirteenth Indigenously Manufactured 6-cars Train.	27-Dec-25	14-Mar-26	28-Sep-27
14	fourteenth Indigenously Manufactured 6-cars Train.	17-Jan-26	28-Mar-26	3-Oct-27
15	fifteenth Indigenously Manufactured 6-cars Train.	31-Jan-26	4-Apr-26	6-Oct-27
16	sixteenth Indigenously Manufactured 6-cars Train.	14-Feb-26	11-Apr-26	9-Oct-27
17	seventeenth Indigenously Manufactured 6-cars Train.	28-Feb-26	25-Apr-26	13-Oct-27
18	eighteenth Indigenously Manufactured 6-cars Train.	7-Mar-26	2-May-26	17-Oct-27
19	nineteenth Indigenously Manufactured 6-cars Train.	21-Mar-26	16-May-26	21-Oct-27
20	twentieth Indigenously Manufactured 6-cars Train.	28-Mar-26	23-May-26	25-Oct-27
21	twenty first Indigenously Manufactured 6-cars Train.	11-Apr-26	6-Jun-26	29-Oct-27
22	twenty second Indigenously Manufactured 6-cars Train.	18-Apr-26	13-Jun-26	2-Nov-27
23	twenty third Indigenously Manufactured 6-cars Train.	2-May-26	27-Jun-26	6-Nov-27
24	twenty fourth Indigenously Manufactured 6-cars Train.	16-May-26	11-Jul-26	10-Nov-27
25	twenty fifth Indigenously Manufactured 6-cars Train.	23-May-26	18-Jul-26	14-Nov-27
26	twenty sixth Indigenously Manufactured 6-cars Train.	6-Jun-26	1-Aug-26	18-Nov-27
27	twenty seventh Indigenously Manufactured 6-cars Train.	13-Jun-26	8-Aug-26	22-Nov-27
28	twenty eighth Indigenously Manufactured 6-cars Train.	27-Jun-26	22-Aug-26	26-Nov-27
29	twenty ninth Indigenously Manufactured 6-cars Train.	4-Jul-26	29-Aug-26	30-Nov-27
30	thirtieth Indigenously Manufactured 6-cars Train.	18-Jul-26	12-Sep-26	4-Dec-27
31	thirty first Indigenously Manufactured 6-cars Train.	1-Aug-26	26-Sep-26	8-Dec-27
32	thirty second Indigenously Manufactured 6-cars Train.	15-Aug-26	10-Oct-26	18-Dec-27
33	thirty third Indigenously Manufactured 6-cars Train.	29-Aug-26	24-Oct-26	23-Dec-27
34	thirtyfourth Indigenously Manufactured 6-cars Train.	12-Sep-26	7-Nov-26	28-Dec-27
35	thirty fifth Indigenously Manufactured 6-cars Train.	26-Sep-26	21-Nov-26	2-Jan-28
36	thirty sixth Indigenously Manufactured 6-cars Train.	3-Oct-26	28-Nov-26	7-Jan-28
37	thirty seventh Indigenously Manufactured 6-cars Train.	17-Oct-26	12-Dec-26	12-Jan-28
38	thirty eighth Indigenously Manufactured 6-cars Train.	31-Oct-26	26-Dec-26	17-Jan-28
39	thirty ninth Indigenously Manufactured 6-cars Train.	14-Nov-26	9-Jan-27	22-Jan-28
40	fortieth Indigenously Manufactured 6-cars Train.	28-Nov-26	23-Jan-27	27-Jan-28
41	forty first Indigenously Manufactured 6-cars Train.	12-Dec-26	6-Feb-27	1-Feb-28
42	forty second Indigenously Manufactured 6-cars Train.	26-Dec-26	20-Feb-27	6-Feb-28
43	forty third Indigenously Manufactured 6-cars Train.	2-Jan-27	27-Feb-27	11-Feb-28
44	forty fourth Indigenously Manufactured 6-cars Train.	16-Jan-27	13-Mar-27	16-Feb-28
45	forty fifth Indigenously Manufactured 6-cars Train.	30-Jan-27	27-Mar-27	21-Feb-28
46	forty sixth Indigenously Manufactured 6-cars Train.	13-Feb-27	10-Apr-27	26-Feb-28
47	forty seventh Indigenously Manufactured 6-cars Train.	27-Feb-27	24-Apr-27	4-Mar-28
48	forty eighth Indigenously Manufactured 6-cars Train.	13-Mar-27	8-May-27	11-Mar-28
49	forty ninth Indigenously Manufactured 6-cars Train.	27-Mar-27	22-May-27	16-Mar-28
50	fiftieth Indigenously Manufactured 6-cars Train.	3-Apr-27	29-May-27	23-Mar-28



51	fifty first Indigenously Manufactured 6-cars Train.	17-Apr-27	12-Jun-27	28-Mar-28
52	fifty second Indigenously Manufactured 6-cars Train.	1-May-27	26-Jun-27	4-Apr-28
53	fifty third Indigenously Manufactured 6-cars Train.	15-May-27	10-Jul-27	22-Apr-28
<b>Liquidated Damages:</b>				
<b>Minor KD</b>	0.1% of the total value of the amounts apportioned to the affected Milestones relevant to the Key date for each Calendar Day of delay for first 30 Calendar days.			
<b>Major KD</b>	0.25% of the total value of the amounts apportioned to the affected Milestones relevant to the Key date for each Calendar Day of delay for delays beyond 30 Calendar days.			
<b>Note</b>	All the Guarantee test shall be completed along with completion of Key dates for GoA 4. maximum limit for cumulative LD for complete Contract including LD for failure to attain Functional Guarantees shall not exceed 10% of the total Contract Price			

BEMMLIMITED

**(To be executed on plain paper and applicable for all tenders of value  $\geq$  Rs 1 Crores)**

## INTEGRITY PACT

Between

**BEML (BEML) hereinafter referred to as “The Principal” and**

.....hereinafter referred to as “The Bidder/Contractor”

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

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

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

### Section 1 – Commitments of the Principal

- a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Domestic Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Domestic Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Domestic agent/representative have to be in Domestic Rupees only. Copy of the "Guidelines on Domestic Agents of Foreign Suppliers" is placed at Appendix-F1.
  - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous Transgression**

- (1) Bidders to disclose any transgression with any other public / government organization that may impinge on the anti-corruption principle. The date of such transgressions, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may

try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

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(For & On behalf of the Principal)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----  
Date -----

Place-----  
Date -----

Witness 1:  
(Name & Address) -----  
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Witness 1:  
(Name & Address) -----  
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Witness 2:  
(Name & Address) -----  
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Witness2:  
(Name & Address) -----  
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### GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on [www.bemlindia.in](http://www.bemlindia.in).
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:
  - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
    - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
    - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
    - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

Signature

(For & On behalf of Bidder/Contractor)

## APPENDIX – B

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No : 6300038779****Firm :****Item details :**

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
1.	GLOSSARY, DEFINITIONS & INTERPRETATIONS			
2.	SCOPE OF SUPPLY			
3.	REQUIREMENTS OF THE TENDERERS			
4.	TENDER SUBMISSION CONDITIONS			
5.	SUBMISSION OF OFFER IN TWO-BID SYSTEM			
6.	PAYMENT			
7.	FIRM PRICE			
8.	AUTHORITY OF PERSONS SIGNING DOCUMENT			
9.	SECRECY			
10.	INSURANCE			
11.	GENERAL TERMS AND CONDITION			
12.	OTHER CONDITIONS			
13.	UPLOAD SCANNED COPY OF ANNEXURE-I, ANNEXURE-II, ANNEXURE-II I APPENDIX 'A', APPENDIX 'A1' APPENDIX 'B', APPENDIX 'C', APPENDIX 'D', APPENDIX 'E', APPENDIX 'F', APPENDIX 'G', APPENDIX 'H', APPENDIX 'I', APPENDIX 'J', APPENDIX 'K', APPENDIX 'L', APPENDIX 'M', APPENDIX 'N' <b>WITH SIGNATURE &amp; COMPANY SEAL</b>			
14.	QUALITY & WORKMANSHIP			
15.	IDENTIFICATION OF ITEMS / PIECES			
16.	SAMPLE CLEARANCE TO BE OBTAINED FROM BEML BY VENDOR BEFORE MASS PRODUCTION.			
17.	DOCUMENT SUBMISSION CLAUSE			
18.	FALL CLAUSE			
19.	UNDERTAKING BY THE BIDDERS-APPENDIX 'C', D, 'F', 'G', 'K' 'H'			
20.	LIQUIDATED DAMAGES FOR LATE DELIVERY			
21.	RISK PURCHASE CLAUSE			

**Authorized signatory with company seal / stamp**



## APPENDIX – B

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No : 6300038779****Firm :**

Item details :

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
22.	INSPECTION & CONSEQUENCE OF REJECTION			
23.	LAWS APPLICABLE			
24.	INDEMNITY CLAUSE			
25.	BRIBES AND GIFTS			
26.	JURISDICTION			
27.	ARBITRATION			
28.	FORCE MAJEURE CLAUSE			
29.	RIGHT TO VARY QUANTITIES			
30.	RAW MATERIALS ARRANGEMENT			
31.	LANGUAGE			
32.	TAX CLAUSE			
33.	PACKING AND MARKING			
34.	SPARES SUPPORT			
35.	POST-WARRANTY 15 YEARS DLMP COMPREHENSIVE MAINTENANCE			
36.	CHANGES IN THE NAME OF FIRM			
37.	MODIFICATION, ADDITION AND AMENDMENTS			
38.	ASSIGNMENT OF THIRD PARTY			
39.	INVOLVEMNET OF ANY AGENT AND MIDDLEMEN			
40.	INFRINGEMENT OF PATENTS			

**Authorized signatory with company seal / stamp**

## APPENDIX – B

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No : 6300038779****Firm :**

Item details :

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
40	SUPERVISION, TECHNICAL ASSISTANCE AND SERVICE SUPPORT			
41	SAFETY ASSURANCE			
42	LIMITATION OF LIABILITY AND PRODUCT LIABILITY			
43	CONFIDENTIALITY AGREEMENTS- APPENDIX 'G'			
44	NON COMPETITION AGREEMENT- APPENDIX 'F'			
45	DEFECT LIABILITY PERIOD & SPARES SUPPORT			
46	WARRANTY			
47	REJECTION REPLACEMENT			
48	PERFORMANCE BANK GUARANTEE – APPENDIX 'E'			
48	CUSTOMS DUTY ON INPUT CONTENT IMPORTED BY DOMESTIC BIDDERS			
49	REGISTRATION OF MSE BIDDER			
50	INTEGRITY PACT-APPENDIX 'A' & A1			
51	ACCEPTABLE CURRENCIES			

**Authorized signatory with company seal / stamp**

## APPENDIX C

**UNDERTAKING**

This is to certify that \_\_\_\_\_ (Name of the Organisation) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.

I / we hereby certify that all the information given above is factual.

**PLACE & DATE:**

**SIGNATURE OF BIDDER WITH  
OFFICIAL COMPANY SEAL**

**APPENDIX – D****COMMITTEMENT TO SUPPLIES**  
(To be submitted along with Technical Bid)

This is to certify that we M/s ..... are submitting our Bid against SRM tender No **6300038779** hereby confirm that we will support BEML Limited for the requirement of any additional Equipment, Spares, Service required during the Defect Liability Maintenance Period (DLMP) at the later stage i.e. between the 9<sup>th</sup> to 12<sup>th</sup> year of Revenue Service after taking over of last train set by the end customer (BMRCL) for contract BMRCL 5RS DM project

**Authorized signatory with company seal / stamp**

**PERFORMANCE BANK GUARANTEE**

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

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 obligationsfor and on behalf of and in the name of.....(Fullname 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 demur or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without you 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 6-months(six months) longer than the anticipated expiry date of defect liability period as stated in Clause 45 & Warranty period as stated in Clause 48 - Notice Inviting Tenders..
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 Para5, 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 Contractor, will in no way release us from the liability under this Guarantee; and the 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 herein 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" herein before 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 whereof 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 the Bank.

**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 named.....in the presence of:

**Witness1.**

Signature.....

Name.....

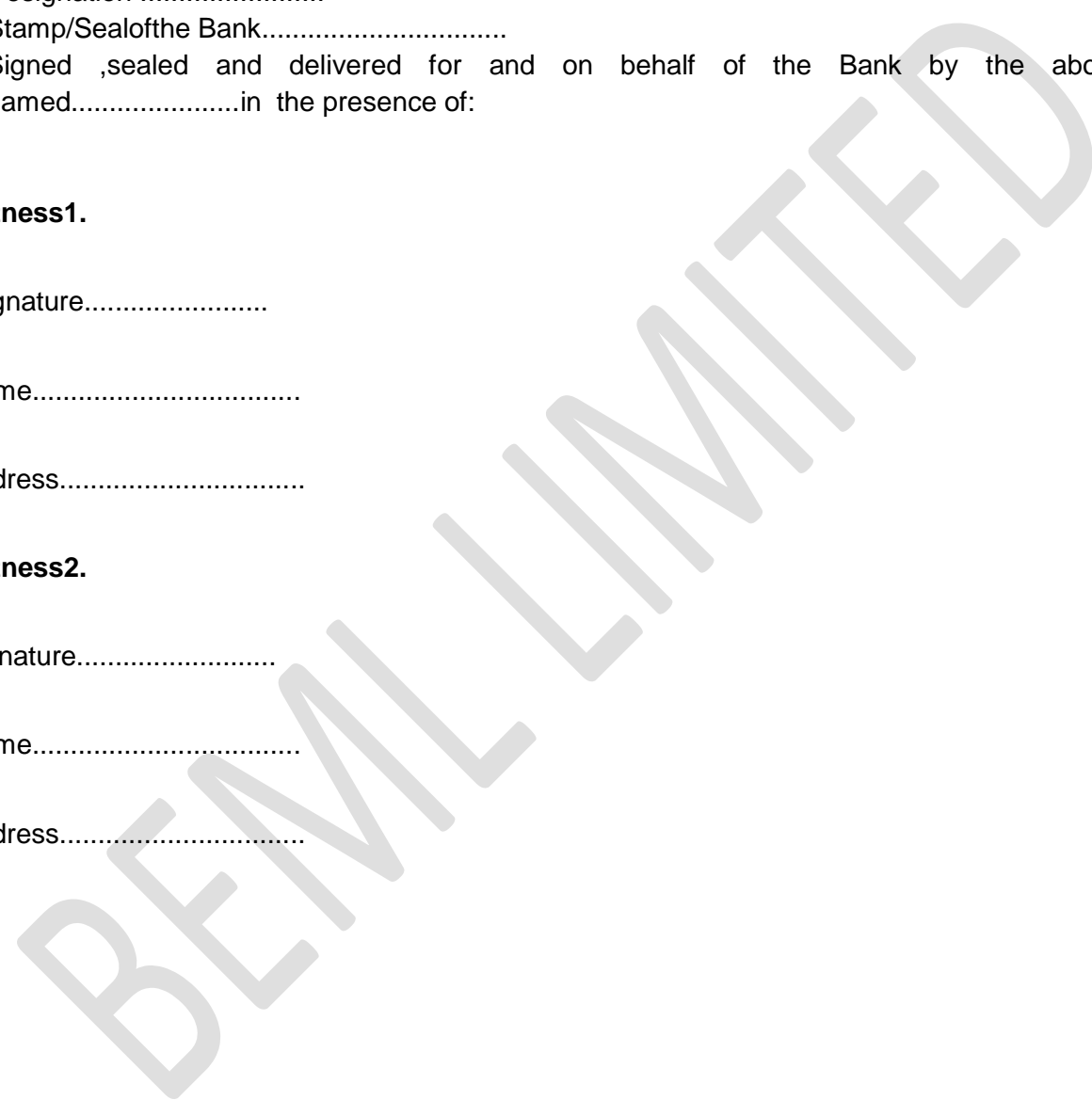
Address.....

**Witness2.**

Signature.....

Name.....

Address.....



**APPENDIX -F****NON-COMPETITION AGREEMENT**

(To be executed on plain paper and to be submitted along with the technical bid)

**THIS NON COMPETITION AGREEMENT** is made and executed on this the.....day of .....at Bangalore **BETWEEN** M/s.BEML Ltd, a Government of India undertaking, having its Registered office at No.23/1, “BEML SOUDHA”, 4th Main Road, Sampangiram Nagar, Bangalore – 560 027 (hereinafter called “**BEML**”) and manufacturing units at Kolar Gold Fields, Mysore, Bangalore and Palakkad, which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **FIRST PART**.

AND

M/s.....Company, with its Registered Office at..... and manufacturing unit at.....represented by their Shri..... a lawful Attorney, residing at.....(hereinafter called “**VENDOR**”) which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **SECOND PART**.

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

Whereas, BEML will place Purchase Order No.....Dated.....on the **VENDOR** for supply of ..... which products are exclusively manufactured to the designs and specifications of BEML.

In pursuance of the placement of the above Purchase Order on M/s.....or M/s.....or any other Authorized Dealer / Distributor of or any person authorized by .....the **VENDOR** hereby agree and undertake not to quote or supply.....to any other parties in India and as such the **VENDOR** is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, in case the **VENDOR** or any other Authorized Dealer / Distributor / Agent of or any person authorized by the **VENDOR** were to quote and supply .....to any other parties in India and / or abroad, BEML would, **after giving a reasonable opportunity to explain such quote and supply** be entitled to levy a penalty to the extent of loss occasioned to BEML.

This Non-Competition Agreement will be valid for a period of five years from the date of placement of Purchase Order by BEML on the **VENDOR** and for all Government / Quasi-Government companies in India and all non-Government Companies in India and abroad.



Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matter connected therewith, 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 thereunder. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed thereunder. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.**

**For BEML**

**For M/s.**

**WITNESS:**

1.

1.

2.

2.

BEMMLIMITED

**CONFIDENTIALITY AGREEMENT****(To be typed on plain paper and submitted along with the technical bid)**

This Confidentiality Agreement is made and entered into between M/s BEML LIMITED, (hereinafter referred to as BEML), a Govt. of India Undertaking under Ministry of Defence, having its Registered Office at BEML Soudha, No.23/1, 4th Main, Sampangirama Nagar, Bangalore – 560 027 and M/s ----- (hereinafter referred as XXXX) having its Registered Office at..... . M/s. BEML, has been patronizing XXXX for components / spares listed in Annexure hereto. A need has been felt to revitalize the business relationship for mutual advantage.

- 1) It is therefore mutually agreed that the following shall form part of the terms and conditions for continued business:
  - a) The supplier shall not divulge to anyone else except under the authority and for the purpose of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc., released.
  - b) The supplier shall not supply the components / spares exclusively manufactured for BEML with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose any initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
  - c) BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
  - d) **ARBITRATION:** In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a Sole Arbitrator to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings conducted as per the Arbitration and Conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Contract.
- 2) BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach.
- 3) The Signatories hereto declare that they have the sanction and power to execute and deliver this binding agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Confidentiality Agreement on ..... written in the presence of Witness.

**For BEML****For M/s. XXXX****WITNESS:**

- 1.
- 2.

- 1.
- 2.

**SPECIAL CONDITIONS ARISING OUT OF IMPLEMENTATION OF GST  
(Which is to be signed and submitted along with the offer)**

**TAX INDEMNITY CLAUSE**

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to 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 the interest thereon would be on the suppliers 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 his own cost and effort will get the short coming rectified. If for any reason the same is 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 players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers 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 suppliers 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 provision 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 identify 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 movement 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 invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch 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 be 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 and payment to the Government will be to the Supplier's 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".
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 & DATE:**

**SIGNATURE OF BIDDER WITH  
OFFICIAL COMPANY SEAL**

**DELIVERY SCHEDULE:****a) FOR SUPPLY OF EQUIPMENTS:**

Sl No	Particulars	Qty		Lot Size for each month (T.Set)	Schedule
		Cars	T.Sets		
1	53 T.Sets (318 Cars)	318	53	1+simulator	Sep'24
				1	Feb'25
				1	Mar'25
				2	Apr'25
				2	May'25
				2	Jun'25
				2	Jul'25
				2	Aug'25
				2	Sep'25
				2	Oct'25
				3	Nov'25
				2	Dec'25
				3	Jan'26
				3	Feb'26
				2	Mar'26
				3	Apr'26
				2	May'26
				3	Jun'26
				2	Jul'26
				2	Aug'26
3	Sep'26				
2	Oct'26				
2	Nov'26				
2	Dec'26				
2	Jan'27				

Refer Key date of BMRCL 5RSDM contract in Annexure -III

**b) FOR Unit Exchange Spares:**

Sl.No.	Particulars	Schedule
1	Kothanur Depot	Dec' 24
2	Baiyappanahalli Depot	Nov'25
3	Airport Depot	May'26

\*Quantity breakup of Unit Exchange Spares for each Depot will be share before finalization of contract on L1 bidder.

**TECHNICAL COMPLIANCE REPORT FOR SUPPLY**

<b>S/n</b>	<b>Details</b>	<b>Complied</b>	<b>Not Complied</b>	<b>Remarks</b>
1	Material to be supplied as per the Drawings, Technical Specifications and PTS GR/TD/6554 Dt 6.12.23 provided in the NIT Documents			
2	<p>Only OEM's or Authorised dealers of OEM's are eligible to participate in this Tender.</p> <p>OEM Certificate to be submitted / Dealers Authorization OEM Certificate to be submitted.</p> <p>Technical Data sheet to be submitted</p>			

BEMMLIMITED

**UNDERTAKING**

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

Dear Sir,

Having examined the NIT Conditions and the PTC Document GR/TD/6554 Dt 06.12.2023 of SRM Tender for Design, Development, Manufacture, Testing and Supply of four types of Earth Brush Assembly (with related Spares, Simulator and tools for 15 years Comprehensive Maintenance during DLMP required for 318 cars of BMRCL-5RS DM project), we, the undersigned, hereby confirm that we have read, understood and accept all the terms & conditions available in the tender.

Further, we indicate that upon selection, we will execute the contract as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

## APPENDIX-‘L’

**CONTACT DETAILS OF THE SUPPLIER**

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

**1) Contact Person details in Marketing Office**

- (a) Name :
- (b) Designation :
- (c) Telephone :
- (d) Fax :
- (e) Mobile :
- (f) Email :

2) Head Office :

3) Complete address including the website :

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

5) Complete address of the Plant including Website :

**6) Contact person details in plant**

- (a) Name :
- (b) Designation :
- (c) Telephone :
- (d) Fax :
- (e) Mobile :
- (f) Email :

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

- a) Name of the Bank :
- b) Full Address of the Bank :
- c) Suppliers Account Number and Type :
- b) IBAN No :
- e) Swift Code :



**APPENDIX -M****Land Border Sharing Declaration****(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.  
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no. **6300038779** .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

## APPENDIX -N

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017  
DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

-----  
--

To,  
BEML Limited, Bangalore

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: **6300038779**.....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....  
(specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for ‘**Class-I local supplier**’ / ‘**Class II local supplier**’\*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

...  
...  
...

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - *Strike out whichever is not applicable.*

**Note:**

1. Bidders to note that above format duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BEML Guidelines shall be initiated against the bidder.