

**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****SRM BID NO: 6100001200****Dt: 03.11.2025**

**Subject: HVAC Vehicle Level Climatic Chamber Test required for BMRCL-5RSDM & MRS1 (Mumbai Metro) project.**

Quotation/offer are invited for **HVAC Vehicle Level Climatic Chamber Test** for Metro Rolling stock having experience in **HVAC Vehicle Level Climatic Chamber Test** in accordance with the enclosed terms and conditions within the tender closing date.

Quotations should be submitted online (E-mode) in 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. Eligibility based on "Reputed test agency with independent accreditation or JV/consortium where the JV/consortium partner (test agency) that holds the accreditation from the relevant body for the test being conducted shall be the primary partner and shall perform the test & generate test report. Scope sharing details shall be part of JV/consortium"**

Note: - The tender consists of **39** no. of pages including this page.

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### **3. General Instructions to Bidders:**

1. The Bidders are advised to carefully go through, read and understand this tender documents completely including terms and conditions, Annexures and Appendices etc. before submitting bids
  - a. This NIT is not transferable under any circumstances.
  - b. All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
  - c. All the corresponding documents shall be attached along with the quotation/offer
  - d. 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.

2. Abbreviations used in this NIT

|  |  |
|--|--|
| GeM-Government E Market Place            | BEML -BEML Limited   |
| NIT- Notice Inviting Tender              | BMRCCL -Bangalore Metro Rail Corporation Limited, MRS - Mumbai Rolling Stock |
| 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   |

3. 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.
4. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
5. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
6. All the documents shall be uploaded in GeM Portal.
7. Fax/email quotations are not acceptable.
8. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder

#### **4. DETAILS OF THE TENDER**

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for **HVAC Vehicle Level Climatic Chamber Test required for BMRCL-5RSDM & MRS1 (Mumbai Metro) project.**

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

| Sl. No. | Nature of Bid  | Mode of Submission | Details   |
|---------|----------------|--------------------|---|
| 1       | Technical Bid  | SRM Portal         | <ul style="list-style-type: none"> <li>Technical Bid (Without Price Details) shall be uploaded and submitted in the SRM Portal, wherein only technical Bid /technical information in SRM Portal shall be uploaded</li> <li>Clause by clause compliance to General Terms and conditions.</li> <li>Clause by Clause compliance to PTS Doc No.GR/TD/7965 Latest Rev.</li> <li>Submission of Integrity pact.</li> </ul> |
| 2       | Commercial Bid | SRM Portal         | Price details to be duly filled in specified field on GeM Portal.<br>Commercial evaluation will be based on total value   |

2) Details of Items & Services:

**TABLE-1**

| Sl. No | Description   | UoM | Quantity |
|--------|---|-----|----------|
| 1      | Vehicle level HVAC System type tests, PTS No: <b>GR/TD/7965</b> ,latest revision - BMRCL 5RSDM            | AU  | 1        |
| 2      | Re-test of SECh on 1 M Car in Climatic Chamber, PTS No: <b>GR/TD/8091</b> ,latest revision - MRS1 Project | AU  | 1        |

**Note: Reputed test agency with independent accreditation or JV/consortium where the JV/consortium partner (test agency) that holds the accreditation from the relevant body for the test being conducted shall be the primary partner and shall perform the test &generate test report. Scope sharing details shall be part of JV/consortium**

## 5. SUBMISSIONS OF TECHNICAL BID

|  |   |
|--|---|
| <p>Technical<br/>Bid<br/>submission<br/>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 in SRM Portal 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 <b>[Appendix – A]</b>.</li> <li>b. Clause by Clause compliance for the Procurement Technical Specification (PTS) Doc No. GR/TD/7965 Latest Rev. &amp; <b>GR/TD/8091</b> Latest Rev <b>[Appendix – B]</b> Bidders to refer “PTS” (<b>Annexure-I</b>) enclosed along with this tender document. Bidders should upload the following documents duly filled, signature &amp; stamped under technical bid.</li> <li>c. 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.</li> <li>d. Photographs / Drawings if any, may be uploaded.</li> <li>e. Bidders to refer “<b>GENERAL TERMS AND CONDITIONS (GTC)</b>” (<b>Annexure-II</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. <b>[Appendix – C]</b></li> <li>f. Bidders to upload duly filled, signature &amp; stamped confidentiality agreement in plain paper <b>[Appendix – D]</b></li> <li>g. Bidders to upload duly filled, signature &amp; stamped Compliance to Land border sharing Clause – <b>[Appendix – E]</b></li> <li>h. Bidders to upload duly filled, signature &amp; stamped Compliance to purchase preference under public procurement policy – <b>[Appendix – F]</b></li> <li>i. Bidders to upload duly filled, signature &amp; stamped Compliance to Contact Details of Supplier/ Bidder – <b>[Appendix – G]</b></li> </ol> <p>BEML at its sole discretion reserves the right to seek the Soft/ Hard copies of the documents which are already been uploaded in GeM, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required.</p> <p>In such cases, only the documents uploaded in GeM Portal in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.</p> <p><b>NOTE:</b> Please note Commercial Bid /Price details should not be indicated in TECHNICAL BID, else bid will not be considered for further evaluation.</p> |
|--|---|

### **6. 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</b>   |   |     |          |   |
|--|---|-----|----------|---|
| Sl. No   | Description   | UoM | Quantity | Unit Rate in INR                            |
| 1  | Vehicle level HVAC System type tests, PTS No: <b>GR/TD/7965</b> ,latest revision - BMRCL 5RSDM            | AU  | 1        | Price to be uploaded in commercial bid only |
| 2  | Re-test of SECh on 1 M Car in Climatic Chamber, PTS No: <b>GR/TD/8091</b> ,latest revision - MRS1 Project | AU  | 1        | Price to be uploaded in commercial bid only |
| <b>The prices are firm and fixed prices and PVC is not applicable.</b> |   |     |          |   |

Note:

1. Bidder has to quote for the items as listed in SRM Portal
2. Commercial evaluation will be total value.
3. The commercial bids of the technically acceptable vendors only will be opened for further commercial evaluation.
4. Reverse Auction will be conducted among technically qualified Bidders and L1 status will be arrived based on total bid value.

**ANNEXURE – II****8.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, design & 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 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/authorized representatives submitting the bids in place of OEM, Dealer / authorized representatives should submit Authorization letter from OEM.
- ii. BEML reserves right to reject the 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.
- xi. **DELIVERY SCHEDULE** : Tentative delivery schedule is indicated in the document ref: GR/TD/7965 Latest Rev & GR/TD/8091 Latest Rev . However, the bidder has to start the work, after release of Purchase order based on confirmation from R&D department

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

Land border sharing Declaration in line with Department of Expenditure (DOE) Public Procurement Division order vide F. No. 6/18/2019-PPD dated 23.07.2020 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 compliance as per appendix attached as part of Technical Bid.

### 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 as per appendix attached as part of Technical Bid.

Consideration of bids shall be as follows:

- (i) If technically qualified bid(s) with valid Notice of No Objection / Notice of No Objection with Conditions (NONO/NOWC) from end customer (i.e. CMRL) is available for local supplier (as per MII), then bids of local supplier/s only will be considered and bid of non-local supplier/s will not be considered for commercial bid opening and evaluation.
- (ii) In the case of technically qualified bid(s) with valid Notice of No Objection (NONO/NOWC) from end customer (i.e. CMRL) is not available for local supplier (as per MII) then the technically qualified bid(s) with valid NONO/NOWC from end customer (i.e. CMRL) of non-local supplier/s will be considered for commercial bid opening and evaluation

### 5. DELIVERY TERMS:

Transportation of one no M car from BEML limited, Bangalore complex to test facility and back to BEML after completion of tests is to BEML scope. Sub contractor shall co-ordinate with

transporter to shift the car from the port to the test facility, assist in arranging the required facilities for loading and unloading the car at port and assist in any issues during local transportation of car

## 6. PAYMENT:

### **Applicable to Indian Bidder:**

Terms of payment are 100% in 60 days from the date of completion of all the tests and submission of test reports & submission of bills duly certified by BEML R&D Department & for MSEs 45 days from the date of completion of all the tests and submission of test reports & submission of bills duly certified by BEML R&D Department.

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

**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.**

### **Applicable to Foreign Bidder:**

Payment will be made through Telegraphic Transfer (T/T) on 60th day from the date of completion of all the tests and submission of test reports & submission of bills duly certified by BEML R&D Department.

Any bank charges incurred in India shall be borne by purchaser and all bank charges outside India shall be borne by the supplier..

### **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.** 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:**

Please refer PTS :. GR/TD/7965 Latest Rev & GR/TD/8091 Latest Rev. BEML team along with HVAC supplier reps will participate in the tests. All tests will be witnessed by customer technical team

**10. PERFORMANCE BANK GUARANTEE (PBG):**

Firm shall submit the following Performance Bank Guarantees:

- a. Supplier should submit Performance Bank Guarantee for amount equivalent to 10% of the Contract value valid till completion of all the tests and submission of test reports with additional 3 months claim period. The bank guarantee has to be submitted within 60 days from the date of release of Purchase order from BEML but not later than 30 days before commencement of service activities.
- 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.
- c) Performance Bank Guarantee shall be returned on completion of the order, based on the recommendations of the User Department (i.e. R&D Dept.), the Bank guarantee will be released to the firm/bidder within three months (03) after completion of the order subject to fulfillment of contractual obligations by the firm
- d) If the minor outstanding works as incorporated in the taking over certificate are not attended by the Supplier within the specified time frame, full amount of Performance Security due to the Supplier shall not be released

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 authorized by RBI to issue a Bank Guarantee.

Format for PBG is attached for reference.

- 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.
- j) Bank Guarantee to be submitted in electronic form through NeSL platform as required by BEML

## **11. RIGHT TO VARY QUANTITIES:**

“BEML reserves the right to increase or decrease the quantity specified in the schedule of requirements without any change in the unit price or terms and conditions. The purchaser (BEML) may exercise the right on any date/s, before completion of one year from the scheduled delivery of last train set by BEML to end customer.

Purchaser (BEML) at its discretion may advice the contractor (supplying vendor) in writing about the increase in the quantity of the Line items ordered.

Supplier shall be required to supply increased order quantities at the contracted terms & conditions and at determined firm unit price originally ordered and no additional amount on account of quantity variation or escalation or any other account whatsoever is payable to the supplier.

In case of increase in quantity beyond the original quantity, the Key dates for the increased quantities shall be mutually decided at the time of quantity variation by Purchaser.”

## **12. 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.

## **13. 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**

- b. 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.

#### **14. 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 ordered by 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 E.

#### **15. 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.

#### **16. 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.

#### **17. 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.

**18. PRICE, INVOICING AND PAYMENT:**

- a) The agreed prices are **fixed prices** for the supply, 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

**19. 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.

**20. 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.

**21. 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.

## **22. 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.

### **23. 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.

### **24. 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.

### **25. 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"

### **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

**30. 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.

**31. 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.

**32. 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)

### 33. 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.

#### 34. TAX CLAUSE:

~~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.~~

~~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.~~

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.

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.

HSN CODE/CHAPTER ID and SAC Code details are to be indicated against each item.

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.

### 35. 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.

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).

### 36. ACCEPTABLE MODE OF INVITATION

The acceptable mode of participation against the tender enquiry is as below:

|                    | Individual bidder | Joint venture (JV) | Consortium | MoU | TOT |
|--------------------|-------------------|--------------------|------------|-----|-----|
| Individual bidder  | √                 | √                  | √          | √   | √   |
| Joint venture (JV) | √                 | √                  | √          | √   | √   |
| Consortium         | √                 | √                  | √          | √   | √   |
| MoU                | √                 | √                  | √          | ×   | ×   |
| TOT                | √                 | √                  | √          | ×   | ×   |

**1) Individual Bidder / OEM.****2) Joint Venture (JV) / Consortium:**

- (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) Authorization of nomination of one of the Members of the JV/Consortium to be in-charge ("Lead member") shall digitally signed by the legally authorized signatories of all Members of Joint Venture.
- (c) All members of the JV/Consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.

**3) Subsidiary:**

- (a) The OEM shall nominate a representative of the OEM or its subsidiary who shall have the authority to conduct all business for and on behalf of the OEM during the bidding process and, in the event the OEM/OEM subsidiary is awarded the Contract, during Contract execution.
- (b) In the event of later non-existence of the subsidiary, the OEM will be responsible for the fulfilment of contractual obligations.
- (c) The OEM as well as its subsidiary shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.

**NOTE:** Mode in which entities participate with only MOU or/and TOT without JV/Consortium are not acceptable. Offers of such bids are liable for rejection

**37. 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.

**APPENDIX- A**

*(To be executed on plain paper and applicable for all tenders of value \_ Rs. 1 Crore and above)*

**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**

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

.....  
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there 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 Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Appendix (A-1)**.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act 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) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (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 matters 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

-----  
(For & On behalf of the Principal)

(Office Seal)

Place-----

Date -----

***Witness 1:***  
*(Name & Address)*

-----  
-----

***Witness 2:***  
*(Name & Address)*

-----  
-----

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place-----

Date -----

***Witness 1:***  
*(Name & Address)*

-----  
-----

***Witness 2:***  
*(Name & Address)*

-----  
-----

**Appendix A-1****(Applicable Agents / Suppliers to Sign, Seal & Upload / Submit)****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 FOR PROCUREMENT TECHNICAL SPECIFICATION (PTS)**

| <b>A. Compliance to PTS GR/TD/7965 Latest Rev</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 Train Composition  |                 |                     |                |
|   | 1.3 Climatic & Environmental conditions                          |                 |                     |                |
|   | 1.4 Vehicle Performance Requirements                             |                 |                     |                |
|   | 1.5 Track Structure Parameters                                   |                 |                     |                |
|   | 1.6 Current Collection System                                    |                 |                     |                |
|   | 1.7 Power supply details for HVAC System                         |                 |                     |                |
|   | 1.8 Platform Interface   |                 |                     |                |
|   | 1.9 Signalling System (ERTS Clause 2.6)                          |                 |                     |                |
|   | 1.10 Principal Notional Vehicle Dimensions / Leading particulars |                 |                     |                |
|   | 1.11 Passenger Capacity  |                 |                     |                |
|   | 1.12 Test Schedule   |                 |                     |                |
| 2. Definitions and Abbreviations                  | 2.1 Definitions  |                 |                     |                |
|   | 2.2 Abbreviations  |                 |                     |                |
| 3. Qualification criteria                         |  |                 |                     |                |
| 4. Standards                                      |  |                 |                     |                |
| 5. Technical Specifications                       | 5.1 HVAC Technical Specifications                                |                 |                     |                |
|   | 5.2 Estimated Heat load  |                 |                     |                |
|   | 5.3 Mounting and Airflow Arrangement                             |                 |                     |                |
| 6. Test Details                                   |  |                 |                     |                |
| 7. Airflow Measurement                            | 7.1. Return air flow measurement                                 |                 |                     |                |
|   | 7.2 Fresh air flow measurement                                   |                 |                     |                |
|   | 7.3 Test Procedure - Return air and Fresh airflow measurement    |                 |                     |                |
| 8. Cooling performance test                       | 8.1 Test conditions  |                 |                     |                |
|   | 8.2. Test details  |                 |                     |                |
|   | 8.3. Equipments  |                 |                     |                |
|   | 8.4. Test procedure  |                 |                     |                |
| 9. Specific Energy consumption test               |  |                 |                     |                |
| 10. Scope of Work                                 | 10.1 General   |                 |                     |                |
|   | 10.2 Testing   |                 |                     |                |
| 11. List of Test and Duration                     |  |                 |                     |                |
| 12. Annexure                                      |  |                 |                     |                |
| 13. Submittals with technical offer               |  |                 |                     |                |

**Authorized signatory with company seal / stamp**

## COMPLIANCE REPORT FOR PROCUREMENT TECHNICAL SPECIFICATION (PTS)

| <b>B. Compliance to PTS GR/TD/8091 Latest Rev</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 Train Composition   |                 |                     |                |
|   | 1.3 Climatic & Environmental conditions                         |                 |                     |                |
|   | 1.4 Vehicle Performance Requirements                            |                 |                     |                |
|   | 1.5 Track Structure Parameters                                  |                 |                     |                |
|   | 1.6 Current Collection System                                   |                 |                     |                |
|   | 1.7 Signalling System (ERTS Clause 2.6)                         |                 |                     |                |
|   | 1.8 Principal Notional Vehicle Dimensions / Leading particulars |                 |                     |                |
|   | 1.9 Car Weights   |                 |                     |                |
|   | 1.10 Passenger Capacity   |                 |                     |                |
|   | 1.11 Power Supply details                                       |                 |                     |                |
|   | 1.12 Test Schedule  |                 |                     |                |
| 2. Definitions and Abbreviations                  | 2.1 Definitions   |                 |                     |                |
|   | 2.2 Abbreviations   |                 |                     |                |
| 3. Qualification criteria                         |   |                 |                     |                |
| 4. Standards                                      |   |                 |                     |                |
| 5. Technical Specifications                       | 5.1 HVAC Technical Specifications                               |                 |                     |                |
|   | 5.2 Estimated Heat load   |                 |                     |                |
|   | 5.3 Mounting and Airflow Arrangement                            |                 |                     |                |
| 6. Test Details                                   |   |                 |                     |                |
| 7. Airflow Measurement                            | 7.1. Return air flow measurement                                |                 |                     |                |
|   | 7.2 Fresh air flow measurement                                  |                 |                     |                |
|   | 7.3 Test Procedure - airflow measurement                        |                 |                     |                |
| 8. Cooling performance test                       | 8.1 Test conditions   |                 |                     |                |
|   | 8.2. Test details   |                 |                     |                |
|   | 8.3. Equipments   |                 |                     |                |
|   | 8.4. Test procedure   |                 |                     |                |
| 9. Specific Energy consumption test               |   |                 |                     |                |
| 10. Scope of Work                                 | 10.1 General  |                 |                     |                |
|   | 10.2 Testing  |                 |                     |                |
| 11. Annexure                                      |   |                 |                     |                |
| 12. Submittals with technical offer               |   |                 |                     |                |

**Authorized signatory with company seal / stamp**

**APPENDIX – C**

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No** :

**Firm** :

**Item details** :

| Sl. No. | Terms / Clause                                    | Complied | Not Complied | Remarks |
|---------|---|----------|--------------|---------|
| 1.      | GLOSSARY, DEFINITIONS & INTERPRETATIONS           |          |              |         |
| 2.      | SUBMISSION OF THE TENDER                          |          |              |         |
| 3.      | SUPPLIERS SHARING LAND BORDER WITH INDIA          |          |              |         |
| 4.      | PREFERENCE TO MAKE IN INDIA CLAUSE                |          |              |         |
| 5.      | DELIVERY TERMS                                    |          |              |         |
| 6.      | PAYMENT   |          |              |         |
| 7.      | PRICE BID VALIDITY                                |          |              |         |
| 8.      | FIRM PRICE  |          |              |         |
| 9.      | INSPECTION  |          |              |         |
| 10.     | PERFORMANCE BANK GUARANTEE (PBG)                  |          |              |         |
| 11.     | RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE |          |              |         |
| 12.     | LIQUIDATED DAMAGES CLAUSE                         |          |              |         |
| 13.     | RISK PURCHASE CLAUSE                              |          |              |         |
| 14.     | SECRECY AND CONFIDENTIALITY                       |          |              |         |
| 15.     | AUTHORITY OF PERSONS SIGNING DOCUMENT             |          |              |         |
| 16.     | ACCEPTANCE OF ORDER                               |          |              |         |
| 17.     | OTHER CONDITIONS                                  |          |              |         |
| 18.     | PRICE, INVOICING AND PAYMENT                      |          |              |         |
| 19.     | PROGRESS REPORT                                   |          |              |         |
| 20.     | QUALITY & WORKMANSHIP                             |          |              |         |



**Authorized signatory with company seal / stamp**

**APPENDIX – C**

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

**Bid Invitation No** :

**Firm** :

**Item details** :

|     |  |  |  |  |
|-----|--|--|--|--|
| 21. | QUALITY, CONDITION OF DELIVERY                       |  |  |  |
| 22. | INSPECTION, TESTING & CONSEQUENCE OF REJECTION       |  |  |  |
| 23. | APPLICABLE LAWS AND JURISDICTION OF COURTS           |  |  |  |
| 24. | JURISDICTION   |  |  |  |
| 25. | ARBITRATION  |  |  |  |
| 26. | INTELLECTUAL PROPERTY RIGHTS; LICENSES               |  |  |  |
| 27. | BRIBES AND GIFTS                                     |  |  |  |
| 28. | FORCE MAJEURE CLAUSE                                 |  |  |  |
| 29. | FALL CLAUSE  |  |  |  |
| 30. | NON-DISCLOSURE AND INFORMATION OBLIGATIONS           |  |  |  |
| 31. | ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING |  |  |  |
| 32. | INTEGRITY PACT                                       |  |  |  |
| 33. | GST TERMS & CONDITIONS                               |  |  |  |
| 34. | TAX CLAUSE   |  |  |  |
| 35. | CUSTOMS DUTY ON INPUT CONTENT                        |  |  |  |
| 36. | ACCEPTABLE MODE OF PARTICIPATION                     |  |  |  |
| 37. | INSURANCE COVERED BY BEML UPTO START OF DLMP         |  |  |  |

**Authorized signatory with company seal / stamp**

## APPENDIX – D

### 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, (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 mutually, therefore, 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 purposed 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 my 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:** 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. The courts in Bangalore alone shall have jurisdiction to deal 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.

1.

2.

2.

**APPENDIX – E****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 &amp; 24.7.2020

Tender no. ....

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

Bidder to tick (√) against option (a) or (b) as applicable

☐

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 &amp; seal of authorized representative of the bidder)"

## APPENDIX -F

**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: .....  
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.

## APPENDIX – G

**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 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 :

### **FORMAT FOR PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.....  
 Dated .....  
 Amount .....  
 Valid up to .....  
 Claim up to .....

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

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of..... (Amount in figures and words).
4. Now, We the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for 24 months (twenty four months) longer than the anticipated date of completion of Job.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rs.....)
  - (b) This Bank Guarantee shall be valid up to.....
  - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness 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:

**Witness 1.**

Signature.....

Name.....

Address.....

**Witness 2.**

Signature.....

Name.....

Address.....