

Interested bidders may contact mail ID dinesh@bemltd.in for seeking drawings.



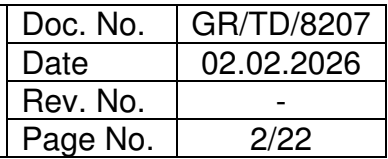
BEML LIMITED
BENGALURU
R & D CENTER

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**Vande Bharat 16 car Sleeper Trainset
Project**

**Procurement Technical Specification
of Interior / Exterior GFRP Panels**

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1. Introduction

1.1. General

This Procurement Technical specification (PTS) specifies the technical requirements of Glass Fiber Reinforced Plastic (GFRP) panels for Interiors Saloon Interior, to be supplied on semi-High speed (160kmph) 16 cars Trainset (sleeper) built on Vande Bharat platform project.

BEML will carry out all required works and activities as Contractor to the Employer for ICF project, while the subcontractor shall be responsible for all works required in this PTS with regard to GFRP panels and shall be responsible for supporting the BEML activities as contractor for ICF project for developmental contract.

The scope of work includes the manufacturing of panels as per drawings supplied by BEML, tooling, supply of GRPF panels for Vande Bharat sleeper version train. Also, includes all items of work which may be required to meet the performance requirements, reliable and efficient operation of trains and meeting the best international practices even if not specifically mentioned in this PTS.

1.2. Train Composition

The 16-car rake formation shall generally be as follows:


DTC + MC + TC + MC2 + MC + TC + MC + NDTC +
NDTC + MC + TC + MC + MC2 + TC + MC + DTC

Where,

MC : Motor Coach,
TC : Trailer Coach,
DTC : Driving Trailer Coach,
NDTC : Non-Driving Trailer Coach

1.3. Climatic & Environmental Conditions

The car shall operate reliably and safely under the climatic and environmental conditions prevailing in India as shown in below table. Accordingly, the GFRP panels shall be designed to operate with satisfactory performance under the following conditions.

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Description	Limiting Values
Atmospheric temperature	<p>Maximum temperature: 50 degree Celsius</p> <p>Maximum touch temperature of metallic surface under the Sun: 75 degree Celsius and in shade: 55 degree Celsius</p> <p>Minimum temperature: - 10 degree Celsius</p>
Humidity	100% saturation during rainy season
Solar radiation	1 kW/m ²
Altitude	1000 meter above mean sea level
Rain fall	Very heavy and continuous rainfall in certain areas (up to 2500mm during rainy season)
Atmospheric conditions	Extremely dusty and desert terrain in certain areas. The dust concentration in air may reach a high value of 1.6 mg/m ³ . In many iron ore and coal mine areas, the dust concentration is very high affecting the filter and air ventilation system
Coastal area	Humid and salt laden atmosphere. The equipment shall function in accordance with this Specification when subjected continuously to a humid and salt laden atmosphere with maximum pH value as per IEC 60571sulphate content of 7 mg per litre, maximum concentration of chlorine 6 mg per litres and maximum conductivity of 130 micro Siemens / cm.
Vibration	<p>The vibration and shock levels recorded on various Sub-systems in existing Trains of IR are generally more than the limits given in IEC 61373 particularly at axle box, and traction motor.</p> <p>Accelerations over 50g have been recorded at axle box levels during run. Vibrations during wheel slips are of even higher magnitude.</p> <p>High level of vibrations above 30g have been measured at traction motor on IR's Trains, which increase up to 50g with worn gear-pinion.</p>
Wind speed	High wind speed in certain areas, with wind pressure reaching 216 kg/m ² as per IS:875-Part 3(2015)
Flood level	<p>The Train shall function in accordance with these Specifications and Standards in the event of flooding up to 203 mm above Rail Level as follows:</p> <ul style="list-style-type: none"> • In the event of flooding at any level below Rail Level, the Train shall operate in full compliance with these Specifications and Standards. • In the event of flooding at a height between Rail Level and 203 mm above Rail Level, the Train shall operate in full compliance with these

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	<p>Specifications and Standards with the exception that it is permissible to restrict the operation of the Train to a maximum of 8 km/h.</p> <p>Allowance is to be made in addition for increase in the height of water level due to the “bow wave” effect of the Train passing through the water.</p>
Flood Proofing of the under slung Equipment	<p>Waterproofing test will be conducted on Traction and Auxiliary Converter by dipping them up to a height equivalent to 650 mm from rail level (under fully wheel worn condition) in stationary water for 12 hours. There should be no water ingress and Converters shall function normal after the test. Traction Motor with gearbox shall be tested for waterproofing as defined in clause 3.4.6.10.1 Other underslung equipment shall have IP protection as mentioned in clause 3.1.9. However, even in case of flood levels more than the mentioned above, the equipment shall not get damaged and it should be possible to rejuvenate the equipment with minor attention without any adverse effect on their performance. Axle box shall be adequately flood proof.</p>

In developing the detailed design, the subcontractor shall acquaint himself and take note of the environmental operating conditions prevailing on IR especially during heavy monsoon, track flooding conditions, saline, humid and dusty atmosphere etc.

1.4. Performance Requirements of Train (ICF MD Spec -398, Chap. 2)


The performance requirements of the train will be governed according to following table.

Item	Values
Maximum operational speed during service	160 kmph
Maximum operational speed during testing	180 kmph
Minimum deceleration during full service braking following jerk limit	0.8 m/s ²
Maximum deceleration at any speed	1 m/s ²
Jerk rate (Maximum)	0.7 m/s ³
Average running distance of one train (for design purpose)	2,000 km / day

1.5. Vibration and Shocks:

The equipment, system and their mounting arrangement shall be designed to withstand satisfactorily the vibration and shocks encountered in service as specified below: -

- Maximum longitudinal Acceleration : 5 g
 - Maximum vertical Acceleration : 3 g
 - Maximum lateral Acceleration : 2 g
- (“g” being the value of acceleration due to gravity)

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1.6. Track parameters

The Vande Bharat Trains sleeper variant will operate with the track parameters of the Government as specified in the following table:


Gauge	Broad Gauge 1676 mm
Schedule of dimension	Indian Railways Schedule of Dimensions for Broad Gauge (1676 mm) Revised, 2022 with latest addendum and corrigendum slips
Sharpest curve to be negotiated	145.83 meter radius (horizontal); 2500 meter radius (vertical)
Sharpest reverse curve to be negotiated	145.83 meter radius (horizontal) back to back with or without any straight portion in between
Sharpest turnout to be negotiated	6400 mm overriding switch (curved) BG (1673 mm) for 60 kg (UIC) or 52 kg rail for 1 in 8½ (crossing angle, tanθ) turnouts on pre stressed concrete sleepers
Maximum super elevation	185 mm for design, 165 mm for operation
Maximum cant deficiency	100 mm
Maximum gradient	1 : 37
Permitted track tolerances	The track shall be maintained to as per provisions of Indian Railways Permanent Way Manual, June-2020, containing track geometry standards under Para 522.

Indian Railway Permanent Way Manual June – 2020 specifies the maximum cant deficiency as 100mm. Speed on curve shall be decided on the basis of Indian Railways Permanent Way Manual, June – 2020. In case of cant deficiency of more than 100 mm, if the rolling stock is able to negotiate on curves within parameters of safety and also the forces assessed on track are within limit, the Rolling Stock would be acceptable. However, such a case would require sanction of Railway Board.

2. Definitions

The following definitions and abbreviations are applicable to the PTS.

- **“Employer”** means ICF -Chennai, its legal successors and assignees.
- **“BEML”** means the Contractor to procure the Interior/Exterior GFRP panels and toilet modules for Vande Bharat project.
- **“Subcontractor”** means the Supplier who supplies the required Interior/Exterior GFRP panels and toilet modules. Subcontractor shall carry out the works in accordance with this PTS.
- **“Contract”** means the contract between Subcontractor and BEML in relation to the supply of Interior/Exterior GFRP panels and toilet modules for Vande Bharat project.
- **“Engineer”** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

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3. Qualification Criteria

- (i) Subcontractor shall be an Original Equipment Manufacturer (OEM) of GFRP panels, having experience in design, manufacturing and testing of such panels.
- (ii) The sub-contractor should have manufactured and supplied GFRP panels to any rail or Metro projects (Regular or development). Supporting documents for the same shall be submitted along with technical offer for technical evaluation.
- (iii) The subcontractor shall have in-house manufacturing, testing and painting facilities for all the parts including the big parts like the window mask panels/side wall panels. The details of the company profile, infrastructure details including paint booth and testing facility details shall be submitted along with the technical offer
- (iv) The subcontractor shall hold ISO 9001/ IRIS certification and shall manufacture the products accordingly. The subcontractor shall submit QAP, ITP, company profile with infrastructure facilities, product range etc, along with technical offer.
- (v) The subcontractor should undertake to provide the support during Testing & Commissioning, service trials and revenue service either by themselves or through sister company or a partner in India. The subcontractor shall submit detailed proposal in this regard.

4. Standards


The design, testing and manufacturing of the GFRP items shall conform to the latest editions of internationally recognized Standards viz., Indian, American, European, Japanese, ISO, etc.

5. Supply Criteria

5.1. Interiors and Exteriors

The sub-contractor shall comply with the following Supply criteria

- (i) BEML will provide the drawings and 3D models of the panels. Sub-contractor shall manufacture and supply the modules as per BEML design.
- (ii) The interiors shall be Best-In-Class and shall be equivalent to latest High Speed sleeper car Trainsets running globally.
- (iii) The interior fittings shall be safe under all conditions of passenger impact, during emergency braking and buffing under fully loaded condition.
- (iv) All interior surfaces must be finished with good blending and good slow ageing properties to provide a pleasant, high-quality interior, meeting robustness and for ease of cleaning and maintenance. No material shall degrade or stain when exposed to food, drink, graffiti, or any cleaners used by the Maintenance Personnel. No material shall produce any odour that would be noticeable or irritating to passengers.

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- (v) All interior surfaces, including walls, partitions, body side panels and ceiling panels shall be hard wearing, resistant to physical damage by vandalism, fading, scouring, acid etching or graffiti and shall be easy to clean and maintain.
- (vi) All internal panel surfaces shall be smooth finished with modern low flammability, low smoke emission, anti-graffiti, and low toxicity materials. GFRP shall conform to EN 45545-2 for HL3 requirement.
- (vii) All non-metallic materials used in the Interiors shall satisfy the fire property requirements specified in EN 45545-2, for HL3 requirement.
- (viii) All panels shall conform to ASTM D2563- level 1 standard. The colour shall not fade or discolour with time or change due to rubbing.
- (ix) Sub-contractor shall submit details of processes and raw materials proposed to be used in manufacturing of different panels such as side panels, ceiling panels, End ceiling panels, inspection cover panels, door coving panels, ceiling coving panels etc. for approval of BEML .
- (x) Sub-contractor must furnish details for different panels but not limited to properties such as Glass Content, Ultimate Tensile Strength, Tensile Modulus, Ultimate Flexural Strength, Flexural Modulus, Compression Strength, Compression Modulus and Impact Test complete with the test methods in compliance of relevant ISO standards.
- (xi) Windows will have Trim panels - on Top and Bottom. Window panels shall have the provision for concealed Roller Blind Guides.
- (xii) All doors shall be provided with concealed type hinges and locks of proven make - Southco / Dirak / Sugatsune. If any other make is being used it shall be approval of ICF/BEML design. Such alternatives will only be accepted if they are type tested products with proven reliability records

5.2. Design Life

The Train are designed for a life of 35 years. Throughout the design life of 35 years, the Panels material shall not degrade or be etched by the environmental conditions that exist in India, to the extent that the original appearance of the saloon does not deteriorate to the extent that it cannot be restored by normal cleaning. Supplier shall decide cleaning process and cleaning agent accordingly.

5.3. Environmental Protection

The materials likely to cause environmental damage during the manufacture, maintenance, operation and disposal of Train shall be avoided. The material listed in this Clause are a minimum list of restricted material and the Supplier shall provide adequate evidence to the Government that all materials used shall not cause environmental damage. The material viz. asbestos; chlorofluorocarbons; polychlorinated biphenyls (PCBs); Exposed lead and paints containing lead; chromates; cadmium, except in nickel cadmium batteries; and cyanide shall not be used. Use & disposal of all material should be governed by norms set by Government of India (Pollution Control Board).

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6. Technical Requirements

6.1. Material Description for FRP

The GFRP panels supplied shall comply with the environmental conditions and design criteria specified in this document and the following technical requirements.

- (i) Non-Crimp Fabrics (NCF) made of glass fibre of appropriate construction. The glass fibre content by weight shall not be less than 40 %.
- (ii) The process shall be Vacuum infusion / Vacuum bagging process.
- (iii) VARTM process shall be adopted wherever the finish on both the side of the panels are required.
- (iv) The thickness of the finished FRP panel shall not be less than 3 mm with gel coating.
- (v) FRP Stiffeners shall be provided to the FRP panels wherever strength is required.
- (vi) Panels shall be able to withstand passengers load (person leaning against the wall) considering the load requirements as per UIC 566.
- (vii) FRP panels shall be painted as per color concept
- (viii) The unit weight shall be $5.5\text{kg} \pm 0.5\text{kg/m}^2$ for 4mm thick and varies based on the thickness and configuration of the panel.
- (ix) The firm shall submit the technical data sheet of the proposed material for the subject project along with the technical offer.

6.2. Resin System

- (i) The resin shall be fire retardant grade isophthalic based polyester resin / phenolic resin or any other proven fire-retardant resin complying to EN 45545 HL3. Necessary additive may be used for obtaining fire retardant property in the resin system.
- (ii) The isophthalic FR resin shall be procured from a reputed manufacturer in sealed containers along with the test certificates. Traceability of resin shall be demonstrated if called for by ICF/BEML.
- (iii) The manufacturer shall provide details of the catalyst used along with the FR resin.

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- (iv) The firm shall submit the technical data sheet of the proposed material for the subject project along with the technical offer.

6.3. Metal brackets /Metal Nut Inserts

- In case, if any metal brackets are proposed for fixing panels on to carbody, such brackets shall strongly bonded to FRP panels, preferably in molding stage itself. If not possible, then bonding of metal brackets or any item on the FRP panels shall comply with DIN 6701. The metal bracket shall be aluminium or stainless steel as per drawings
- The glue for fixing bracket/ metal insert shall be a two-component, 100% reactive, toughened structural methacrylate adhesive suitable for bonding wide variety of metals, thermoplastics, thermosets, and composite assemblies. The adhesive shall offer very strong structural bond between GFRP and metal. The adhesive shall offer extremely durable bonds in harsh environments with excellent weathering properties and bonding shall confirm to DIN 6701.
- The Subcontractor shall submit the technical data sheet of metal insert & glue, and the MSDS of the glue proposed to be used for fixing the metal inserts, along with the offer.

Aluminium Extrusions

- Al extrusions used for mounting the panels and accessories shall be of smooth finish without burrs & sharp edges.
- The firm shall submit material test certificate for chemical composition and mechanical properties as per ASTM B 221 along with each supply.
- 100% quantity of the extrusions shall be subjected to visual, dimensional inspection. Inspection reports shall be submitted along with supplies. All the Al extrusions shall be Anodized, as per IS 1868 to Grade AC 25.

6.3.1. Strength test of Metal Nut Insert

a) Tensile Strength Test

If any nut insert used in GFRP panel shall be fixed tightly by suitable fixing glue. If some load and impact are applied on the panel, all stress and breaking force might be focused on the nut insert area. Therefore, strength test for the metal nut insert area should be done according to the following criteria.

Tensile Strength Test	≥ 130kgf
Torque Strength Test	≥ 7.6 N-m for M5 size.

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6.4. Fittings

- All the fittings including hinges, locks, rubber profiles, brackets, sealants, fasteners etc. required to mount the panels to car body shall be as per drawing.
- Rubber used for interior brackets and accessories may be EPDM rubbers.
- The Firm shall submit the technical data sheet of locks, hinges, glue etc. along with the offer.
- Proven standard parts shall be taken from the reputed suppliers namely Dirak / Southco / Sugatsune / Cohama. Approval shall be taken before the procurement.

6.5. Test Criteria for GFRP panels

The GFRP laminate panels shall meet following mechanical test requirements.

SN	PROPERTIES	TEST REQUIREMENT	TEST METHODS
1	Tensile Strength	Min. 100 MPa	IS 1998
2	Tensile modulus	Min. 8000 MPa	IS 1998
3	Cross breaking strength	Min. 120 MPa	IS 1998
4	% Elongation at break	Min .1.0%	IS:1998
5	Water absorption	Max. 0.5 %	ASTM D-570, 24 hours
6	Weight	4.5 kg/m ² (3 mm thick)	ASTM D-792
		5.5 kg/m ² (4 mm thick)	
7	Fibre glass content by weight (%)	Min 40 to be evaluated after removing 0.5 top layer.	IS:13411 Annexure-A
8	Resistance to stains for a) Acetone b) Black Tea	Shall not show any visible changes on surface.	IS: 2046-95
9	Inter laminar shear strength	Min. 7.5 N/mm ²	BS: 4994
10	Barcol Hardness	Min. 40	ASTM D 2583-81
11	Izod strength	550 J/m	IS:1998

6.6. Rubber components

All the rubber items supplied as part of Interior in conjunction with panels, shall be either silicon or EPDM. The Rubbers supplied shall be to the highest quality and shall conform to the fire requirements of EN 45545-R22. The physical and mechanical properties shall generally conform to Table below, as minimum:

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Material Physical Properties	Silicone	EPDM	Test methods
Hardness, Shore "A"	70±5	85±5	ASTM D2240
Tensile Strength (Min), MPa	6	8	ASTM D412 Type A dumb-bell test
% Elongation (Min), %	200	100	ASTM D412 Type A dumb-bell test
Tensile Set (Max), %	20	15	ASTM D412 Type A (A strain of 50% shall be applied. The straining period shall be 10 min, followed by relaxation for 10 min, prior to measurement)
Compression Set (Max), %	9	14	ASTM D395 (Type A the temperature of the test shall be 70°C for 22 hrs. The recovery time after compression shall be 60 min)
Tear Strength (min), kN/m	20	25	ASTM D624 Type-C
Density, kg/m ³	1500 Max.		ASTM D1817
Accelerated ageing	Max. Hardness change ± 5 BS		ASTM D573 (Method B 100± 1°C for 3 days)
Outdoor exposure resistance	Shall not show cracks		ASTM D1171
Low temperature resistance	Shall not crack at -40°C		ASTM D2137
Staining test (where applicable)	No staining		ASTM D925
Ozone resistance (50 pphm, 40°C, 20%, 72 hrs)	Shall not show cracks with a rating greater than 1		ASTM D 1149 Method B

6.7. Fire Safety

6.7.1. GFRP Panels

- The GFRP Panels shall be selected to reduce to the maximum extent practical the heat load, rate of heat release, propensity to ignite, rate of flame spread, smoke, emission and toxicity of combustion gases.

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- The GFRP Panels shall confirm to fire safety requirements of EN 45545, Category 3-S (HL3) R1 requirements.
- The Fire Performance Test Procedure and Criteria shall be met, but not be limited to, the following requirements:


Property	Test Method	Parameter (units)	Criteria For HL3
Lateral flame spread	T02 ISO 5658-2	CFE kW/m ²	Minimum 20
Heat release rate	T03.01 ISO 5660-1: 50kW/m ²	MARHE kW/m ²	Maximum 60
Smoke generation	T10.01 EN ISO 5659-2, 50 kW/m ²	Ds (4) dimensionless	Maximum 150
Smoke generation	T10.02 EN ISO 5659-2, 50 kW/m ²	VOF ₄ min	Maximum 300
Toxicity	T11.01 EN ISO 5659-2: 50kW/m ²	CIT _G (Conventional Index of Toxicity)	Maximum 0.75
Gross Heat of Combustion value	ISO 1716	MJ/ Kg.	HL3

6.7.2. Rubber components

The Rubber Profiles & packing shall confirm to fire safety requirements as per EN 45545-HL3, R22 requirements.

The Fire Performance Test Procedure and Criteria shall be met, but not be limited to, the following requirements:

Property	Test Method	Parameter (units)	Criteria For HL3
Burning Behavior	T01 EN ISO 4589-2	Oxygen content (%)	Minimum 32
Smoke generation	T10.03 EN ISO 5659-2, 25kWm ⁻²	D _s Max (dimensionless)	Maximum 150
Toxicity	T12 NFX 70-100-1 and -2 600°C	CIT _{NLP} (dimensionless)	Maximum 0.75
Gross Heat of Combustion value	ISO 1716	MJ/ Kg.	EPDM : 25 max.
			Silicone : 15 max.

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Accordingly, the fire performance test reports, heat release rate as per ISO 5660-1 and gross heat of combustion as per ISO 1716 shall be submitted by subcontractor before FAI.

Fire safety test reports as per EN 45545 of GFRP Panels/rubber components supplied to previous projects shall be submitted along with the technical offer.

6.8. Repair procedure

The subcontractor shall submit detailed repair procedure for GFRP panels along with technical offer.

6.9. Workmanship and Finish

The subcontractor shall ensure that the GFRP Panels shall be free from undulation, twist, pinholes, blisters, porosity, blow holes, tear, wrinkles and other visual defects. The visible surface of GFRP Panels shall be made smooth and suitable for application of paints.


6.10. Service Life

The sub-contractor shall ensure a guaranteed revenue service life of 35years for the GFRP panels.

6.11. Quality Assurance Program

The subcontractor shall hold ISO 9001/ IRIS certification and shall manufacture the product accordingly. The subcontractor shall submit a copy of ISO 9001 / IRIS certification along with the offer. The subcontractor shall monitor and control the Quality systems as per ISO 9001/IRIS guidelines. BEML and/or ICF's representative may periodically conduct compliance audits of the Subcontractor's Quality management system.

The subcontractor shall submit Quality Assurance Plan (QAP) based on ISO 9001 / IRIS guidelines.

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7. Scope of Supply

7.1. Scope for DTC, TC, MC & NDTC Coaches (Passenger area including gathering area)

Following items shall be the scope of Interiors, as a minimum.

S. No.	Description of the item	Remark
1	<ul style="list-style-type: none"> All panels shall be as per the drawings 	As per drawings
2	Air Diffuser: <ul style="list-style-type: none"> Air diffusers on the roof panels in coupe and corridor Air diffuser for individual passenger in 2nd AC cars 	As per drawings
3	Brackets, hinges, moldings & any additional back pieces, locks, safety rope hook for all openable hatches	All hinges and locks shall be of Southco / Dirak / Sugatsune make Remaining items as per drawings
4	Hatch doors and Hatches	As per drawings
5	Mounting hardware: All mounting hardware including shims, consumables, packing rubbers, Velcro, etc. required for mounting all the parts supplied by Vendor	As per drawings

7.2. Process and Raw material

Sub-Contractor shall submit details of process and raw materials, proposed to be used in manufacturing of different panels for approval.


7.3. Weight

The subcontractor shall submit estimated weights of each panels along with the technical offer.

7.4. Submission of Documents

The Sub contractor shall submit the following documents, as a minimum, as per the timelines specified by BEML.

1. Type test & FAI reports
2. Fire safety test reports on the panels produced for this project.

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3. Weighment document with Actual weights of each of the panels
4. Raw Material test certificates and technical data sheets
5. Dimensional check sheets for each of the panels
6. Technical Description document including detail description of all the parts in the interior furnishings.
7. The contractor shall submit the following documents conforming to the Technical Specification along with every batch of supplies.
 - Material test certificates
 - Dimensional check sheets
8. Further to the above, the Supplier shall submit the following documents, as a minimum during the supply stage. All the documents shall be submitted in English.
 - (i) List of validation and type tests, Validation and type tests programs & Validation and type tests reports
 - (ii) List of routine tests, Routine tests programs and Routine tests report.
 - (iii) List of components
 - (iv) Fire and smoke test certificates
 - (v) Installation and Mounting procedure
 - (vi) Tolerance and dimension check list
 - (vii) Sub-systems vendors list. If any.

7.5. Submission of samples

1. The sub-contractor shall submit 3 no. samples of size 500 mm x 500 mm before manufacturing of the panels for approval. The samples shall be representative of the GFRP panels and indicative finishes.
2. Sub-contractor shall supply panels one coupe of each type of car for fitment trial. Series production shall start only after approval of coupe panels. Any modifications suggested by BEML during fitment trial shall be incorporated by sub contractor without any additional cost

7.6. Packing

The Supplier shall pack properly in order that in transit and after supply of the GFRP Panels to the place allocated by BEML, no damage to the GFRP Panels shall occur.

7.7. First Article Inspection (FAI)

The subcontractor shall offer the GFRP Panels for First Article Inspection by BEML/ ICF /nominated agency by ICF in accordance with the BEML/ICF approved FAI plan

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prior to serial production in order to confirm that the item produced fully complies with the technical specifications, System design and manufacturing process.

The Subcontractor shall ensure that the produced GFRP Panels is compliant to all requirements prior to inviting for testing and FAI. The pre-test result prior to official testing/FAI shall be submitted with the invitation letter to request BEML/ ICF witness.

At the FAI, the subcontractor shall make available all pertinent design and manufacturing process documentation, test records, material certifications, etc.

During FAI, if any inspections or tests indicate that specific hardware or documentation does not meet the specified requirements, the appropriate items shall be repaired, replaced, upgraded, or added by the Subcontractor at their own cost, as necessary to correct the noted deficiencies. After correction of deficiency, all tests necessary to verify the effectiveness of the corrective action shall be repeated.

If FAI has to be repeated due to non-compliances/ deficiencies noticed, the cost towards the same and the cost towards BEML/ICF visit to subcontractor's place for witness of re-FAI shall be to subcontractor's responsibility.

Subcontractor shall note that BEML/ICF FAI clearance will not relieve the subcontractor's responsibility towards development, testing, manufacture and supply during the revenue service.

At any point of time, during the execution of the contract, if BEML/ICF/nominated agency by ICF has any concerns about the quality of the product supplied, BEML/ICF reserves the right to randomly draw samples from any of the supply lots and the subcontractor shall carryout the type tests at accredited outside labs and shall submit the reports.

8. Inspection of GFRP panels

All GFRP shall be inspected to meet the technical requirements and the test reports shall be submitted.

8.1. Stage Inspection

Stage inspection and final inspection will be carried out by BEML/ ICF at firm's premises. The firm should demonstrate all its process capability/parameters by producing one prototype sample of the FRP item, successfully using the process as specified, in the presence of BEML/ICF during stage inspection.

8.2. Visual & Dimension:

- (i) The colour and surface finish shall be visually inspected on 20 % of the lot subject to a minimum of two numbers. All the samples must pass the test for the lot to be accepted.

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- (ii) The dimensions shall be checked on 50% of the lot cleared in above point subject to a minimum of two numbers. All the samples checked for dimensions shall pass.

8.2.1. Visual Inspection of panels

The GFRP panels shall be visually inspected and shall comply with Level-1 of ASTM D2563.

The surface of the panels shall be smooth and without any defects and pin holes. The panels shall be free from any harmful defects such as Chip, Crack, Surface Crack, edge De-lamination, internal De-lamination, Dry spot, Foreign inclusion (metallic & non metallic), Fracture, Air bubble, Blister, Burned, Fish-eye, Lack of fill out, Orange peel, Pimple, Porosity, Pre-gel, Resin-pocket, Resin -rich edge, Shrink-mark, Wash, Worm hole, wrinkles, scratch, etc., and any other defects.

8.3. Type Tests & Routine Tests

The GFRP Panels shall be type and routine tested in accordance with relevant standards and specification.

All such tests shall be carried out at the sub-contractor's cost, wherever performed, in the presence of and to the satisfaction of BEML and ICF, who reserves the right to witness any or all of the tests and to require submission of any or all test specifications and reports.

BEML and ICF reserve the right to reasonably call for additional tests, if necessary.

The subcontractor shall carryout the following type tests and routine tests, as a minimum.

S.No	PROPERTIES	TYPE TEST	ROUTINE TEST
1	Visual Inspection	●	● (100 % supplies)
2	Dimensional Inspection	●	● (100 % supplies)
3	Tensile Strength	●	
4	Cross breaking strength	●	
5	% Elongation at break % min.		
6	Water absorption	●	
7	Weight	●	
8	Fibre glass content (min.)	●	

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9	Resistance to stains for a) Acetone b) Black Tea	●	
10	Inter laminar shear strength min. (N/mm ²)	●	
11	Hardness Barcol- min.	●	
12	Izod strength (Joule/Mtr)	●	
13	Fire safety test as per EN 45545 HL3	●	

The type test procedure document shall be prepared by the sub-contractor and BEML/ICF approval shall be obtained before conducting the tests.


8.4. Acceptance test and Type test

- The test shall constitute type and acceptance tests. The testing charges, as applicable, shall be borne by the manufacturer.
- All the tests mentioned in the table will be an acceptance test. These tests shall be conducted at NABL approved laboratory.
- All the tests mentioned in the table will be type test. In this regard, report to be submitted to BEML. Manufacturer shall submit the test report before the bulk manufacturing.
- ICF/BEML reserves the rights to get FST property tested for any lot, for which charges will be borne by the firm.

9. Submittals with Technical Offer

The Subcontractor shall provide as a minimum, the following along with the technical offer.

- Complete Technical Offer for GFRP Panels including technical description.
- Proposed manufacturing process details and the reference of projects in which the same has been adopted, manufactured and supplied.
- Technical Data Sheet (TDS) & Material Safety Data Sheet of resin, nut-insert and adhesive used to bond nut insert.
- The firm should provide sample panel of 1meter X 1meter for BEML approval.
- One no each type of items should be offered for " First Article inspection" by BEML Quality and R&D at vendor premises before bulk production.

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6. The firm should install one coupe panels for 3T & 2T at BEML for clearance before mass production.
7. Mould validation report should be submitted before bulk production.
8. Type testing to be done to validate the manufacturing process & should get test reports approval by BEML before bulk production.
9. Estimated weights of the panels per car.
10. Supporting documents for Qualification Criteria compliance
11. QAP & ITP for VANDE BHARAT project, company profile with infrastructure facilities, product range etc., and performance certificate from end user.
12. Clause wise comments against PTS Document No. GR/TD/7976 and drawings



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

GeM Custom (2-BID)

Project: Vande Bharat-Sleeper Coach 10 Rakes

Subject: Supply of GFRP Saloon Panels for 1 Train Set - Vande Bharat Project

Quotations are invited for GFRP Saloon Panels for 1 Train Set - Vande Bharat Project

in accordance with the enclosed terms and conditions, and to be submitted online SRM platform in Two-Bid system as detailed below:

- 1) **Technical Bid (To be submitted as per BEML requirement)**
- 2) **Commercial Bid (To be submitted in SRM Portal)**

Note: Commercial bids of technically acceptable firms only will be considered.

No representation would be entertained on any errors if found in the NIT. However, vendors to bring such errors/omissions to the notice of BEML for necessary corrective action.

Confidential Document: For circulation among the participants of e-tender event through SRM platform.

NIT Inviting Section Head Designation: DGM (Materials Management) & e-mail id: Prasanna.n@bemltd.in

Bidders may submit their queries on the NIT document, if any, by email to dinesh@bemltd.in, or contact on 080-25022639/080-25022634

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DETAILS OF THE TENDER

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for "GFRP Saloon Panels for 1 Train Set" as per drawings enclosed required for Vande Bharat-Sleeper Coach 10 Rakes project.

1. The Bidders are advised to carefully go through the General Terms and Conditions that has been enclosed along with this NIT.
 - a. 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 if any should be duly signed / attested by bidder concerned.
 - b. All the documents shall be uploaded in SRM Platform.
 - c. 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.
 - d. 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.
2. 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.
3. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
4. 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.
5. **The tender consists of two parts as indicated below:**

Sl. No.	Nature of Bid	Mode of Submission	Details
1	Technical Bid	SRM platform	a. Integrity pact filled, signed with 2 witnesses. b. Compliance to drawings. c. Clause by Clause compliance to General terms & conditions of NIT
2	Commercial Bid	SRM platform	Price details in specified field on SRM platform. Evaluation is based on the total bid value

6. **Requirement Details:** As detailed in Appendix-A

SL No.	PART No.	DESCRIPTION	UOM	Tot QTY
01	52319501	DTC1-PASSENGER AREA PANELS	SET	1
02	52619501	DTC2-PASSENGER AREA PANELS	SET	1
03	52719501	MC1-3TPASSENGER AREA PANELS	SET	2
04	52819501	MC2-3T PASSENGER AREA PANELS	SET	3

05	52919501	MC1-2T PASSENGER AREA PANELS	SET	2
06	53019501	MC2-2T PASSENGER AREA PANELS	SET	1
07	53119501	TC-3T PASSENGER AREA PANELS	SET	4
08	53219501	NDTC-2T PASSENGER AREA PANELS	SET	1
09	53319501	NDTC-1AC PASSENGER AREA PANELS	SET	1

7. Required Delivery Schedule:

Rake no.	Delivery schedule
1 st Rake set	31.03.2026

Bidder to declare the following:-

1. Production capacity of panels per month.
2. The orders on hand for execution with delivery timelines.
3. Last 3 years audited balance sheet of the Bidder.

The Technical committee will visit the plant to verify the credentials uploaded by the bidder

SUBMISSIONS OF TECHNICAL BID

Technical Bid submission Conditions	<p><u>TECHNICAL BID (Without Price/Price Details)</u> shall be uploaded and submitted in the GEM platform, wherein only technical Bid /technical information in GEM platform shall be uploaded as indicated below:</p> <p><u>I) PTS & Specifications:</u> Bidders to refer , PTS enclosed along with this tender document.</p> <p>Bidders should upload the following documents duly filled, signature & stamped under technical bid.</p> <p>a. Bidder to upload compliance to Technical bid- signature & stamped [Appendix-A] and enclosures related to technical bid & other information deemed appropriate in respect of this tender on the letter head of the company, if any.</p> <p>b. Photographs / Drawings to be uploaded - signature & stamped.</p> <p><u>II) General Terms and Conditions:</u></p> <p>1. Bidders to refer “GENERAL TERMS AND CONDITIONS (GTC)” (Annexure-IV) enclosed along with this tender document and upload clause by clause compliance of GTC duly filled, signature & stamped along with the supporting documents as specified therein. [Appendix – B]</p> <ul style="list-style-type: none"> - BEML at its sole discretion reserves the right to seek the 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. - In such cases, only the documents uploaded in GEM platform in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.
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III) CONFIDENTIALITY AGREEMENT:

The bidder has to submit “Confidentiality Agreement” on plain paper for all tenders as Pre-Qualification documents **[Appendix – C]**

IV) Performance Bank Guarantee (PBG):

Firm shall submit Performance Bank Guarantee in the prescribed format for an amount equal to 10% of contract Value and shall be valid 6 years plus 3 months claim period in order to cover minimum service life of 6 years.

PBG to be executed digitally through NeSL platform.

[Appendix – D]**V) Integrity Pact: [Appendix – J]**

1. The bidder / contractor should submit duly signed Integrity Pact (if the tender value is more than Rs.1.00Crore). as Pre-Qualification documents.
 2. The bidder has to execute and submit ‘Integrity Pact’ on plain paper for all tenders of value Rs.1.00 Crore and above as per prescribed format to this tender document.
 3. Offers without Integrity Pact duly signed will be disqualified. The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness’s signature, name & address.
- Integrity pact can be downloaded from our website <https://www.bemlindia.in>, and also attached along with this tender document.

SUBMISSIONS OF COMMERCIAL BID

COMMERCIAL BID

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

Table (1)

Sl	PART NUMBER	DESCRIPTION	Total Qty	Unit Price	Extended Value
				This is Format for reference only. Commercial Bid document should NOT be enclosed during Technical Bid Submission. If uploaded the Quotation submitted by bidder will be liable for rejection without any discretion.	
Grand Total					

Note:

1. Bidder has to quote for all the items. Commercial evaluation will be based on total bid value.
2. Commercial ranking shall be arrived based on grand total of all the tendered items and subsequently, Reverse Auction through GEM will also be conducted.
3. L1 will be determined based on the Grand Total of Table (1). The bidder whose offer is lowest will be considered as L1.
4. The commercial bids of the vendors will be opened subject to technical acceptance based on Technical bid evaluation.

[ANNEXURE – IV]

GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS:

1. DEFINITIONS & INTERPRETATIONS

- 1.1 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.
- 1.2 Supplier' means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by BEML Ltd.,) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- 1.3 Parties to the Contract' shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- 1.4 Tender' means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- 1.5 Acceptance of Tender' Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- 1.6 Purchase Orders / Contract' means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- 1.7 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.
- 1.8 Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender
- 1.9 End-Customer / End-user means: ICF / Indian Railways / Rolling Stock Corporations.
- 1.10 Words in singular include the plural & vice-versa.

- 1.11 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.
- 1.12 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

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.
- iii. Technical Bid will be opened on (date and time of bid opening) and the commercial Bids of those bidders whose technical bid is accepted only will be opened later.
- iv. Bidders to submit supporting documents for qualification criteria as per PTS Clause-4, along with technical offer. Offers of bidders who qualify the criteria will only be technically evaluated.
- v. Technical offer for door, clause by clause compliance to PTS and submission of all submittals as per PTS clause-11 shall be ensured in the technical bid.

b) Submission of Commercial bid:

- i. The commercial bids of the vendors will be opened subjected to technical acceptance of offers only.
- ii. Price details in specified field on GeM platform to be submitted.
- iii. If dealers are submitting the bids in place of OEM, Dealer should submit Authority letter from manufacturer.
- iv. BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- v. 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.
- vi. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders are not eligible to participate in this tender.

- vii. 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.
- viii. 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.
- ix. 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.
- x. The RFx / Notice Inviting Tender is not an offer or a contract.
- xi. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.
- xii. BEML's decision is final for Evaluation of the offers.

3. Purchase preferences:

Public Procurement – Preference to Make in India Policy: The procurement and placement of order is subject to **Public Procurement (Preference to Make in India) Order 2017** issued by the Ministry of Commerce and Industry, Department of Industrial Policy & Promotion, Government of India vide No.**P-45021/2/2017-B-E-II dt 15th June 2017** as amended from time to time and its subsequent Orders / Notifications issued by concerned Nodal Ministry for specific Goods / Products.

MSE Purchase preference: Purchase preference will be given to MSEs as per applicable GeM rules.

4. DELIVERY TERMS: F.O.R (Free on Road), BEML Bangalore complex. Freight & transit insurance to supplier's account.

5. PAYMENT: 100% in 45days for MSE firms/60days for other firms, from the receipt of material subject to acceptance as per MSME act

For Bidders not agreeing with these terms, their prices will be suitably loaded with applicable cash credit interest of 1% per month during commercial evaluation.

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

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.

Under Income Tax Act, Sec "194Q - Deduction of tax at source on payment of certain sum for purchase of goods" has been introduced effective from 01-07-2021

- Extracts of the new provision is brought out below:
 1. Any person, being a buyer who is responsible for paying any sum to any resident year, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 per cent of such sum exceeding fifty lakh rupees as income tax.
 - 2) If seller does not have PAN, rate of TDS applicable in such cases is 5%. In such cases income tax return filed u/s 139.
 - 3) Provisions of this section shall not apply to a transaction on which (a) tax is deductible under any of the provisions of this act; and (b) tax is collected under the provisions of section 206C other than a transaction to which sub-section (iH) of section 206C Applies.
- To meet the above compliance the below points will be followed by BEML:

1. TDS at applicable rate will be deducted on all purchase of goods in line with Sec 194Q of the Income Tax Act, effective from 01-07-2021.
 2. Rate of TDS as per the extant Govt notification is 0.1% of sum exceeding Rs.50 lakhs during the year
 3. Wherever PAN details are not furnished, TDS at 5% will be recovered. In such cases income tax return filed u/s 139.
 4. The seller shall furnish PAN details immediately if not furnished earlier.
- Note: For the purpose of arriving at Rs 50lakhs as at 2 above, value inclusive of GST combining purchases made by all units of BEML will be considered.

6. 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.

7. 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.

8. INSPECTION: By BEML at BEML with relevant quality documents. Defective items if any during the warranty period need to be replaced free of cost by the supplier.

One no each type of items should be offered for " First Article inspection" by BEML

Quality and R&D at vendor premises before bulk production.

Mould validation report should be submitted before bulk production.

Type testing to be done to validate the manufacturing process & should get test reports approval by BEML before bulk production.

In case: if ICF demands third party inspection during the course of contract, the inspection to be carried out accordingly as per BEML/ICF request without additional claim/charges.

9. WARRANTY:

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

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

The said goods/stores shall be warrantied /guaranteed **for a period of 36 months from the date of receipt of material in BEML store or 24 months from the date of placement of Vande Bharat trains into service, whichever shall be earlier.**

b) Guarantee / Warranty replacement:

Guarantee / Warranty replacement shall be dispatched on “F.O.R – BEML Stores / designated destination” basis for replaceable items during warranty period.

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

PERFORMANCE BANK GUARANTEE (PBG):

Firm shall submit Single Performance Bank Guarantee in the prescribed format for an amount equal to 10% of Contract value and shall be valid for 6 years plus 3 months claim period in order to cover minimum service life of 6 years. PBG to be executed digitally through NeSL platform. UIN No. NCTGC2534P for Bengaluru Complex for Vendor eBGs in NeSL Platform.

- a) Firm shall submit Performance Guarantee for amount equivalent to 10% of the Contract value. This performance guarantee shall be in the form of Bank Guarantee executed and submitted through any scheduled commercial Bank authorized by RBI. The Performance bank guarantee shall be valid up to 6 years plus 3 months claim period in order to cover minimum service life of 6 Years. Format for PBG is attached as Appendix- D for reference.
- b) PBG shall be returned back only after completion of 6 years of PBG period and if there is no defect /failure/negligence on part of contractor, complaints and / or any claims notified to the contractor within expiry of such date.
- c)The performance bank guarantee has to be furnished by the supplier as per prescribed format covering the entire supplies to be made against this order within 60 days from the date of receipt of purchase order from BEML but not later than 30 days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order.
- d)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.
- e)No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.
- f)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 fulfillment or performance in all respect of the Purchase Order.
- g)The Bank Guarantee shall be established through NeSL mode from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI.
- h)Bank Guarantee issued on the NeSL platform with any other code other than mentioned above for the purpose shall not be acceptable to the Purchaser.
- i)In case BEML is constrained to extend the Performance Bank Guarantee submitted to its customer due to the failure of aggregates attributable to the supplies made by the bidder then the costs involved to BEML for such PBG extensions shall be borne by the supplier.

10. LIQUIDATED DAMAGES CLAUSE: If the contractor fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option to accept the delayed supply and to recover from the supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores per week subject to a maximum of 10% of the value of the purchase order which the supplier has failed to deliver as aforesaid for each week or part thereof during which the delivery of such stores may be in arrears.

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

11. 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.

12. 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 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 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) Confidentiality agreement is attached as Appendix E.

13. AUTHORITY OF PERSONS SIGNING DOCUMENT

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

14. 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 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 in whole shall be deemed to have been accepted if supplier failing to no communicate is received within two weeks.

15. OTHER CONDITIONS

- a) Refer BEML Purchase Manual (can be accessed in BEML website 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.

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

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

- i. Commercial Invoice -Signed and Sealed Hard Copy/E-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
BEML, Bangalore Complex,

PB No.7501, New Thippasandra post,
Bangalore, Karnataka, India,
Postal Code - 560 075

17. 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.

18. 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.

19. 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 guarantees 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.

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

21. 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 notices 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.

22. LAWS APPLICABLE

Domestic laws both substantive and procedure, for the time being in force including modification thereto shall govern contract. The competent Domestic courts shall have sole jurisdiction over the disputes between the BEML and the supplier. The making of all stores supplied must comply with the requirements of Domestic Acts relating to trade and merchandise marks and all the rules made under such acts.

23. RAW MATERIALS ARRANGEMENT

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

24. IDENTIFICATION OF ITEMS / PIECES

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

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

25. PACKING AND MARKING

- a) Packing to be in such a way that it should avoid transit/storage/handling damage.
- b) The supplier shall package the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.
- c) The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Items packed with raw / solid wood packing material shall be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the Supplier must always supply these sheets direct (at the same time).
- d) Supplier shall indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should with stand the weather conditions during transit. The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.
- e) Marking shall include the following information in sequence on the frame commensurate with the size of package.

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

BEML Purchase order number:

Shipper's mark:

Package number:

Identification number:

Caution marks, if applicable:

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

- 26. 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.
- 27. 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.
- 28. ARBITRATION:** Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

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

- 29. 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 anon-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 the 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 the 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.

30. 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 commission 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.

31. FORCE MAJEURE CLAUSE:

- a) 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.
- b) 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.
- c) 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.

32. 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.

33. 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.

34. 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.

35. DIVISION OF PATRONAGE: BEML at its discretion reserves to issued orders on 60:40 ratio basis or 50:30:20 basis, if required. BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever.

36. 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- J**) on plain paper as part of technical bid.

The bidder should put their authorized signature in the Integrity pact as a Contractor / bidder with their company seal along with witness's signature, name & address. **The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.**

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

For the successful bidder, the integrity pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Address of IEM is as below:-

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

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

37. 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.

38. TDS clause:

Applicability of TDS under Income Tax Act 1961:

- a) Tax deduction at source will be applicable on the supplies made by domestic vendors against service purchase orders at the rate as applicable and will be deducted from invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per Income Tax Act, 1961.
- b) Tax deduction at source will be applicable on the supplies made by foreign vendors against service purchase orders at the rate as applicable and will be deducted from invoice at the time of accounting of invoice (or) at the time of payment, whichever is earlier as per Income Tax Act, 1961 or as per law of land as well as Double Taxation Avoidance Agreement (DTAA) between the countries.

Under Income Tax Act, Sec “194Q - Deduction of tax at source on payment of certain sum for purchase of goods” has been introduced effective from 01-07-2021

Extracts of the new provision is brought out below:

- 1) Any person, being a buyer who is responsible for paying any sum to any resident year, shall, at the time of credit of such sum to the account of the seller or at the time of

payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 per cent of such sum exceeding fifty lakh rupees as income tax.

- 2) If seller does not have PAN, rate of TDS applicable in such cases is 5%. In such cases income tax return filed u/s 139.
- 3) Provisions of this section shall not apply to a transaction on which (a) tax is deductible under any of the provisions of this act; and (b) tax is collected under the provisions of section 206C other than a transaction to which sub-section (iH) of section 206C Applies.

To meet the above compliance the below points will be followed by BEML:

- TDS at applicable rate will be deducted on all purchase of goods in line with Sec 194Q of the Income Tax Act, effective from 01-07-2021.
 - Rate of TDS as per the extant Govt notification is 0.1% of sum exceeding Rs.50 lakhs during the year
 - Wherever PAN details are not furnished, TDS at 5% will be recovered. In such cases income tax return filed u/s 139.
 - The seller shall furnish PAN details immediately if not furnished earlier.
- Note: For the purpose of arriving at Rs 50lakhs as at 2 above, value inclusive of GST combining purchases made by all units of BEML will be considered.

APPENDIX – A

COMPLIANCE REPORT OF TECHNICAL BID

Bid Invitation No :

Firm : M/s.

Item details : **GFRP Saloon Panels required for 1 Train Set - Vande Bharat Project**

The technical requirement i.e: Scope of Supply should be as per detailed list – below, and as per drawings uploaded in tender and other details mentioned in item description including ICF Specifications and IS- standards are fully understood by us and we are bidding against this tender accordingly.

Signature and Seal compliance to Appendix-A, ICF standards and Drawings is required. If it is found that this confirmation by us, as a bidding firm is incorrect, ambiguous or incomplete, our bid against this tender is liable for rejection at the discretion of BEML.

SL No.	PART No.	DESCRIPTION	UOM	Tot QTY for 1 TS
01	52319501	DTC1-PASSENGER AREA PANELS	SET	1
02	52619501	DTC2-PASSENGER AREA PANELS	SET	1
03	52719501	MC1-PASSENGER AREA PANELS	SET	2
04	52819501	MC2-3T PASSENGER AREA PANELS	SET	3
05	52919501	MC1-2T PASSENGER AREA PANELS	SET	2
06	53019501	MC2-2T PASSENGER AREA PANELS	SET	1
07	53119501	TC-3T PASSENGER AREA PANELS	SET	4
08	53219501	NDTC-2T PASSENGER AREA PANELS	SET	1
09	53319501	NDTC-1AC PASSENGER AREA PANELS	SET	1

Authorized signatory with company seal / stamp

APPENDIX – B

COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS

(To be submitted along with Technical Bid)

Bid Invitation No :

Firm : M/s.

Item details : **GFRP Saloon Panels required for 1 Train Set - Vande Bharat Project**

Sl. No	Terms / Clause	Complied	Not Complied	Remarks
1.	DEFINITIONS & INTERPRETATIONS			
2.	SUBMISSION OF THE TENDER			
3.	PURCHASE PREFERENCES			
4.	DELIVERY TERMS			
5.	PAYMENT			
6.	PRICE BID VALIDITY			
7.	FIRM PRICE			
8.	INSPECTION			
9.	WARRANTY			
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 – B

COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS

(To be submitted along with Technical Bid)

Bid Invitation No : _____

Firm : M/s. _____

Item details : **GFRP Saloon Panels required for 1 Train Set - Vande Bharat Project**

21.	QUALITY, CONDITION OF DELIVERY			
22.	SUPPLY OF SAMPLE (If Applicable)			
23.	INSPECTION, TESTING & CONSEQUENCE OF REJECTION			
24.	LAWS APPLICABLE			
25.	RAWMATERIALS ARRANGEMENT			
26.	IDENTIFICATION OF ITEMS / PIECES			
27.	PACKING AND MARKING			
28.	APPLICABLE LAWS AND JURISDICTION OF COURTS			
29.	JURISDICTION			
30.	ARBITRATION			
31.	INTELLECTUAL PROPERTY RIGHTS; LICENSES			
32.	BRIBES AND GIFTS			
33.	FORCE MAJEURE CLAUSE			
34.	FALL CLAUSE			
35.	NON-DISCLOSURE AND INFORMATION OBLIGATIONS			
36.	ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING			
37.	DIVISION OF PATRONAGE			
38.	INTEGRITY PACT			
39.	GST TERMS & CONDITIONS			

Authorized signatory with company seal / stamp

APPENDIX- C**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:** In the event of any question or disputes arising under these conditions or any other terms and conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to an award of a Sole to be appointed by BEML with the consent of the Contractor / Vendor Supplier and the Arbitration proceedings of Arbitration and Conciliation Act 1996. 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.****WITNESS:**

1.

1.

2.

2.

APPENDIX-D

PERFORMANCE BANK GUARANTEE

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

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

1. This deed of Guarantee made this day of..... (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and BEML LIMITED (Hereinafter called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Contractor) (Hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of.....(Amount in figures and words).
4. Now, We the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of.....(Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period / Warranty period as stated in Clause 11 of Annexure IV - Notice Inviting Tenders.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge

himself of the liability or damages or debts as stated under 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 theBank.

Signature of Authorized Bank officials.

Name :.....

Designation :

Stamp/Seal of the Bank.....

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

Witness 1.

Signature.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the 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)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place-----

Place-----

-- Date -----

Date -----

Witness 1:
(Name & Address)

Address)

Witness 1:
(Name &

--

--

Witness 2:
(Name & Address)

2:
Address)

Witness
(Name &

--

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APPENDIX-B**COMPLIANCE FOR SUBMISSION OF NON - DISCLOSURE AGREEMENT****Bid Invitation No** :**Firm** :

Sl. No.	Clause Description	Complied / Not Complied	Remarks
01	Successful bidder have to submit Non-Disclosure Agreement on Rs.500/- stamp paper as per the prescribed format provided by BEML along with this tender (soft copy by email and original hard copy by courier / post).		

Authorized signatory with company seal / stamp