BEML LIMITED

(Formerly BHARAT EARTH MOVERS LIMITED)
(A Govt. of India Mini Ratna Company under Ministry of Defence)
BENGALURU COMPLEX, POST BOX : 7501, NEW THIPPASANDRA POST,
BENGALURU-560075

NOTICE INVITING TENDER (NIT)

SRM Tender (2-Bid)
Project: Vande Bharat

Tender Reference Number	Tender Date	Tender Due Date
6300040514	06.05.2026	09.05.2026

Quotations should be submitted online (E-mode) in SRM platform in Two-Bid system as below:

1) **Bidders to submit duly filled Technical Bid (Appendix A), NOTICE INVITING TENDER (APPENDIX B)** & **Compliance to Drawings** format with Authorized signature & Seal, otherwise bids are liable for rejection (To be submitted in SRM Portal).

2) Commercial Bid (To be submitted in SRM, Through E-Reverse Auction also if required)
Note: Commercial bids of only technically acceptable firms will be considered.

3) Bidders to seek and obtain all required clarifications, drawings, and specifications before quoting. The submitted bid shall be treated as firm and final, and no claims for additional cost or time on account of lack of information will be considered thereafter.

Interested bidders can contact through e-mail: pradeepa.cn@bemlltd.in to obtain any clarification. For further assistance, if any, for submission of bid on SRM portal, bidders may contact at **080-25022639/634/ 7892879714**.

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

Dy General Manager
Materials Management

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Note: **Appendix A, Appendix B** & **Appendix C** with Signature and Seal to be submitted by bidders for Technical Evaluation. If Bidders are not submitting these documents their bids are liable for rejection at BEML discretion.

BEML LIMITED

(A Government of India Undertaking)
New Thippasandra Post, BENGALURU – 560 075.

NOTICE INVITING TENDER (NIT)

Project: VANDE BHARAT

Tender Reference Number	Tender Date	Tender Due Date
6300040514	**06.05.2026**	**09.05.2026**

TERMS & CONDITIONS to NOTICE INVITING TENDER (NIT)	
Technical Bid:	Product Specification/Drawings/Technical Compliance Sheet etc. (if any)
Commercial Bid:	Applicable **GST, Freight, etc.** should be specified clearly and bidding to take place on per item basis. Transit Insurance, Handling Charges, etc. to vendor's account. Reverse Auction will be conducted in SRM Platform among Technically Qualified Bidders
Inspection Authority & Charges	By BEML at BEML (Necessary quality documents to be provided along with supplies). **If Any Inspections Charges & Test Piece for Destructive testing, to firm account**
LD Clause	Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part there of subject to maximum of **10%** of the value of the delayed portion of the Purchase Order.
Business Share & Preference	• Buyer reserves the right on quantum of business on sources. • In case ordering on multiple sources, BEML reserves the right to distribute the order on more than one source at the lowest bid price received against this e bidding, on 60:40 ratio for allocation. • Preference may be given to bidders bidding for the entire lot/quantity and are at the same time remain most competitive, technically suitable, meeting delivery requirements and proven sources.
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
Warranty	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, 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.
Statutory variation clause	Statutory Levies as applicable at the time of dispatch will be paid at actual as per government regulations
Dispatch term	FOR (Free on Road), BEML Bengaluru Complex
Payment term	100% in 60 days from the date of receipt of material. 100% in 45 days for MSE firms as per MSE Act. Availing Payment through Treds Platform is Mandatory for MSME Firm, Firms to register on Treds Platform Advance Payment is Not acceptable
Other Information	**In order to timely release of payment, please forward along with the material the following documents:** - Original Invoice for Buyer - Duplicate invoice to transporter - LR copy and E-way Bill (if applicable) - Quality Related documents such as TCA certificate check sheets etc. - Guaranty/Warranty Certificate - RITES IC/RDSO Dispatch MEMO/SIT report issued by BEML Inspector/Self certification document (if authorized by BEML) - Other documents as stipulated in PO **Payment is further subject to the following:** - The invoice shall be complaint with GST law and BEML GSTN No. 29AAACB8433D1ZU is invariably incorporated on the bills. - GST liability is to be discharged and ensure filing of outward supply details on GSTN portal with in timeline prescribed. - Any debit note/Supplementary invoice if any, is to be raised within SEPTEMBER Month following the respective financial year or filing of annual return by BEML whichever is earlier. Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.
NOTE: ALL other Terms and Conditions are as per General Terms & Conditions (2-Bid) uploaded along with this Notice Inviting Tender (NIT)	

Tentative requirement of **"UNDER SLUNG WATER TANK (408 LTRS)"** For
"Project: VANDE BHARAT"
To Division: **BEML, Bengaluru Complex**

REQUIREMENT DETAILS

SL No.	Item Code	Description	Quantity (No's)
1	53325001	UNDER SLUNG WATER TANK (408 LITERS) STAINLESS STEEL	6

DELIVERY SCHEDULE

SL No.	Item Code	Qty (No's)	Delivery Schedule
1	53325001	6	Material to be supplied in 3 Equal Lots 1st Lot: within **15 days** from the date of PO 2nd Lot: within **30 days** from the date of PO 3rd Lot: within **45 days** from the date of PO

Note: Timely delivery is the essence of the contract. No delivery amendments for extension will be entertained unless otherwise deferred by BEML in writing.

The quantities mentioned as Unscheduled (if any) will be Scheduled at Later Stage based on BEML requirement and on mutual consent with the supplier.

The supply shall be **FOR, BEML Bengaluru Complex**.

BEML, NIT for **UNDER SLUNG WATER TANK (408 LTRS)** is for **Vande Bharat Project** requirement

For < Company Name>
Authorized Signatory.

GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIALS -TWO BID

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 specified in the Purchase Order which the supplier has agreed to supply under the Purchase Order.

1.8 Words in singular include the plural & vice-versa.

1.9 Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.

1.10 The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

2.0 GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF MATERIAL (E-mode): -

2.1 The Bidder is advised to carefully go through the tender NIT before submitting the tender.

2.2 INSTRUCTIONS FOR SUBMISSION OF THE TENDER: Tender is in TWO-BID system. (Technical Bid & Commercial Bid).

2.3 Bids should be submitted online in SRM E-Procurement platform only.

OTHER INSTRUCTIONS: -

3.0 INSTRUCTION FOR SUBMISSION OF TECHNICAL BID: -

a) The firm should submit their Bids through E-mode in SRM Portal only.
b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the **SRM Portal** as **NIT**.
c) If the bidder has not provided the document which is specified their offer is liable for rejection.
d) The price details/commercial bid details should not be given in the Technical bid (if two bid system). If any of the bidder have given any price/commercial details in the Technical bid (if two bid system), their offer is liable for rejection and will not be considered.
e) Technical Bid will be opened on (date and time of bid opening) and the commercial Bid of that bidder whose technical bid is accepted only will be opened later.

4.0 INSTRUCTION FOR SUBMISSION OF COMMERCIAL BID: -

a) The firm should submit their Bids through E-mode in SRM Portal only. Please quote the price details in the SRM portal against the respective item.
b) The Bidder should upload the all the documents along with respective supporting documents which is specified in the tender. If the bidder has not provided the document which is specified their offer is liable for rejection.
c) Only GST registered vendor needs to quote.

4.1 Quote should also indicate the Minimum lead time & Ex-stock availability.
4.2 Break-up cost for the quoted price to be provided in the quotation such as Material cost, Labour cost, other overhead cost.
4.3 Supplies should be strictly as per the requirement projected. The item supplied should be GENUINE PART as it is used for OE requirement.
4.4 Along with supplies, as mentioned in Bid, it is required to submit Inspection certificate, material test reports (from NABL accredited Lab for BEML Defence parts), warranty certificate, Country of Origin certificate & other related documents required along with the shipment.
4.5 If dealers are submitting the bids in place of OEM, dealer should submit Authority letter from manufacturer.
4.6 If sister concern exists then only one bidder to participate.
4.7 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.
4.8 BEML reserves its right to reject any incomplete bid submitted.
4.9 The due date for submission of tenders may be extended by BEML, **in its sole discretion**, which shall be announced as **corrigendum to original NIT only at SRM Portal** Validity of bids submitted shall be deemed to be extended accordingly.
4.10 BEML may decide to scrap the tender/Re-float 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 bidders or any obligation to inform affected bidder, the grounds of such action.
4.11 The correspondence exchanged against the tender from both Bidder and BEML through official email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
4.12 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.
4.13 If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BEML about any such hold under enforcement on the subject bidder, BEML will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender.
4.14 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.

4.15 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.

4.16 The RFx / Notice Inviting Tender is not an offer or a contract.

4.17 Proposals become BEML's property.

4.18 Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals.

4.19 BEML is not obligated to contract for any of the products described in the RFx/ Notice Inviting Tender

4.20 BEML's decision is final for Evaluation of the offers.

4.21 Quotation submitted through Manual mode or E-mail or fax will not be considered and it is liable for rejection.

4.22 Unsolicited letters/canvassing/post tender corrections canvassing by Bidders in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for summary rejection.

4.23 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.

4.24 The uploaded documents in the SRM Portal should be legible & readable. If required, the entire Original documents (of Uploaded Documents in SRM Portal) have to be submitted if asked for from BEML Ltd. If Original documents are not submitted when asked for, their Bid will be liable for rejection.

4.25 Bidders/contractors are requested to put the page numbers and signed in all the documents which are uploaded in the SRM portal.

4.26 Late / Un-Solicited offers will be rejected.

4.27 In case if purchase order is already issued by BEML, BEML reserves the right to cancel the order without assigning any reasons thereof. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

4.28 Overseas bidders may authorize their Indian representative to represent them, to bid, negotiate (technically and commercially) and conclude the contract on their behalf. They must submit authorization letter specific to this tender, in this regard along with the bid. However, the purchase order shall be directly placed in the name of overseas bidder only and they shall be fully responsible for successful execution of contract including after-sales service in all respect.

4.29 Maximum possible quantity supply per month to be indicated in the quotation in case of capacity constraint.

4.30 If you are not able to quote, please send your Regret Letter with reasons for regretting.

4.31 We request you to submit your lowest non-negotiable best competitive price.

4.32 The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

4.33 Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

4.34 The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML

4.35 No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

5.0 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 Bidder during the tenure of contract.

6.0 DELIVERY TERMS: Except as otherwise indicated in the Purchase Order, delivery shall be FOR (BEML). Trade terms such as EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

The time and the date of delivery of the stores stipulated in the PO No. shall be deemed to be the essence of the Purchase Order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the P.O. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML., unless otherwise specifically mentioned in the PO. 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 comply with the description are not in the opinion of BEML (which shall be final, readily procurable) without cancelling the P.O.in respect of consignments not yet due for delivery.

7.00 PAYMENT TERMS: -

7.1 Please note that our terms of payment are 100% on 45th day for MSE & for others 60 days from the date of receipt of material at BEML Stores, subjected to acceptance. Please indicate the category of your firm under MICRO/SMALL/MEDIUM/MAJOR INDUSTRIES for our data updating with necessary documentary proof of evidence. All direct payment shall be made by E-payment mode only.

7.2 All Bill/Invoices shall be submitted in triplicate to the concerned account department as per terms of PO. Whenever the terms of PO stipulated for balance payment, a sperate bill in triplicate for the balance amount shall be submitted.

7.3 Payments shall be recommended/arranged only when the suppliers are made strictly inline with the supply schedule of the PO. Requests for piece meal payments are making staggered suppliers, deviation from the supply schedule, shall not be entertained.

7.4 All direct payment shall be made by e- payment mode only.

8.00 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 mode of invoicing shall be without prejudice to the parties; agreement has to the place of performance. Invoices shall be submitted bearing the purchase order number and date, item numbers and supporting documents as called for in the purchase order.

9.0 PENALTY / LIQUIDATED DAMAGES: -

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be essence of the Contract. Shall circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the Supplier shall inform Purchaser without delay that in such an event the Supplier shall bind himself to any of the terms and conditions that may be imposed by the Purchaser. If delay in delivery is caused by any of the circumstances mentioned is on account of Force Majeure conditions prior to the scheduled / extended delivery or by additional work, if any, or by an act or omission on the part of the Purchaser, the Purchaser shall extent the time for delivery by a period which is reasonable having regard to all the circumstances in the case.

If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @0.5% per week (7 days) and part thereof, subject to a maximum of 10% of the value of the delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.

GST would be applicable extra on the liquidated damages and the same is covered within Schedule II Para 5 clause (e) - Chapter heading 9997 – 'Other Services' and the Liquidated Damages is taxable @18% GST (9% CGST and 9% SGST) at present.

10.0 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.

a. Evaluation of tenders

b. Bids are opened on the stipulated due date and time mentioned in the tender.

c. In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

11.0 Evaluation of tenders: -

11.1 Bids are opened on the stipulated due date and time mentioned in the tender.

11.2 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.

11.3 BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage 2.

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

11.5 Commercial bid of only those bidders who are adjudged as technically qualified by BEML shall be opened for further processing. Commercial ranking will be arrived based on Landed cost of every item.

11.6 In the tender document / quotation the figures written in words will be ultimately considered for commercial evaluation ignoring numerical figures in case of discrepancy noticed between the numerical figures of price & price written in words.

11.7 The standard payment terms of BEML are as given at Clause 7 of GENERAL TERMS AND CONDITIONS. For Bidders not agreeing with above terms, their prices will be suitably loaded with applicable cash credit interest while evaluation of bids.

11.8 The standard Inspection & testing terms are given at Clause 20 of GENERAL TERMS AND CONDITIONS. For Bidders not agreeing with above terms, their prices will be suitably loaded with applicable RITES inspection charges while evaluation of bids.

12. FIRM PRICE: The prices remain firm during the pendency of the contract and no escalation shall be entertained under any circumstances for long term contract

13. 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 will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

14. PERFORMANCE BANK GUARANTEE: -

a) The supplier shall establish **single performance bank guarantee** in the prescribed format issued by BEML **(APPENDIX B)** herewith through any scheduled commercial Bank authorized by RBI to the amount equal to ten percent (10%) of the purchase order price to guarantee performance of the equipment/ material/service against purchase order in favour of the BEML, to be executed and submitted, which should be **valid for the entire warranty period with additional 3 months claim period**.

b) 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.

c) In the absence of performance bank guarantee to be submitted by the supplier as per contract terms, BEML will not open Letter of Credit in favour 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.

d) The performance bank guarantee will be released automatically after the expiration of warranty period, if there are no defects claims. If successful final acceptance cannot be completed within the validity of the performance bank guarantee bond, the supplier shall be responsible for extending the validity of the bond as advised by BEML.

e) Bank Guarantee to be executed through any scheduled commercial bank authorized by RBI without which the bank guarantee will be treated as invalid.

f) In case of any performance bank guarantee executed by Domestic supplier, the same must be executed only through scheduled commercial bank authorized by RBI excluding Regional Rural Banks / Co-operative Banks.

g) In respect of Performance Bank Guarantee, the amount of Guarantee shall be enhanced to include the amount of interest, if any, recoverable from supplier payable to Bank.

h) No claim shall lie against BEML in respect of interest on Cash Deposits or Govt. Securities or depreciation thereof

i) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance either in full or in part of the Purchase Order. The decision of BEML in this regard shall be final and binding on all concerned.

j) In case BEML is constrained to extend the Performance Bank Guarantee beyond the DLP period 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. In case the reasons for extension of PBG submitted by BEML beyond DLP period is attributable to more than two aggregates then the cost would be proportionately recovered from the respective suppliers based on the value of supplies per car.

k) The Bank Guarantee must be issued on the **Structured Financial Messaging System** (SFMS) platform.

l) A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

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

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

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

n) Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

15. 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.

16. VALIDITY PERIOD: The Purchase Order is valid for a maximum period for 24 months from the date of issue unless otherwise stated, within which time the supplier shall complete the supplies failing which the Purchase Order shall be treated as cancelled / short closed unless it is revalidated against specific request for reasons acceptable to BEML Ltd.

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. CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY: -

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work / altered scope of work without the written instructions / amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

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.

19. QUALITY AND 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.

20. INSPECTION AND TESTING: -

Inspection by RITES, and inspection charges to supplier account.
Destructive test pieces if any used by inspection agency are to supplier account. Firms Participating in tender should submit their quotes for full tendered quantity excluding destructive test pieces. Supplies to be made in full form for the entire tendered/PO quantity.

Supplies made to BEML shall be the full PO qty of the item in its full form as per drawing, destructive test samples of the material shall not be accepted as supply against order.

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.

21. QUALITY & CONDITION OF DELIVERY: -

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

22. GUARANTEE / WARRANTY: -

The Supplier shall be responsible for any defect/failure of equipment/item(s) supplied due to defective design, material or workmanship up to the period of 24 Months from the date of taking over the equipment by our customer (INDIAN RAILWAYS) after successful commissioning and/or 36 Months from the date of delivery of items whichever is earlier.

The supplier shall replace/repair/modify of all such equipment during the warranty period at his own expenses, and should support after sales service across all railway zones- Indian Railways.

23. SHORT SHIPMENT/ GUARANTEE REPLACMENT / WARRANTY: -

In case of any short shipments during initial supply, subsequently dispatched by the supplier are as any Guarantee/Warranty replacement shall be despatched on "DDP-delivered duty paid BEML stores" basis for import items and "FOR-BEML Stores/designated destination" basis for indigenous items.

24. INSURANCE: - The suppliers will be responsible for the material to reach destination intact and transit insurance shall be arranged by them only.

25. OTHER CONDITIONS: -

Delivery indicated in the tender enquiry is to be adhered to, in case of late deliveries BEML reserves the right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing LD clause.

Wherever painting is applicable, the surface shall be duly prepared and painted as per drawing requirements. Suitable identification marks to be provided on all components for part number, vendor code, batch no., wherever applicable.

BEML reserves the right to inspect vendor's facilities/components under manufacturing, for verification of process and manufacturing capabilities by BEML's customer/BEML Representative / Representative of agencies appointed by BEML.

Packing to be in such a way that it should avoid transit/storage/handling damage.
If you are not able to quote, please send your Regret Letter with reasons for regretting.

In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract, reference to be sent to BEML along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on BEML's own order form.
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/laborers if any from their end. The firm shall indicate ESI NUMBERS for the laborers hired or employed in advance in order to prepare work permit inside the factory.
BEML will not have any kind of binding towards the compensation on case of injury / death to the firm's employees while working in BEML premises or other wises.

BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose

Division of Patronage: BEML at its discretion reserves to issued orders on 40:40:20 ratio basis or 100% 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.

The quoted prices should be firm and fixed for the entire shipments, unless otherwise agreed specifically in the contract with breakup of statutory levies if applicable.

Installation and commissioning to be done by supplier at BEML site and bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

Please 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.

The vendor may visit our works with prior intimation & confirmation from our end to study existing facility BEML.

No representation would be entertained on any error(s) if found in the NIT. However, vendor(s) shall bring such errors / omissions to notice of BEML for necessary corrective action(s). The vendor's time and expenses has to be borne by vendor(s).

26. PACKING AND DISPATCH: -

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.

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).

The Supplier shall inform the Purchaser one month in advance of likely shipment date/s, the no. of packages, Gross eight & Net weight, Dimensions (L x B x H) of each of the packages. Each such package must be marked with Consignee name, P.O. Number, Package No., Gross weight & Net weight, dimensions (L x B x H) and Supplier's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with PO item no., & Quantity must also be fixed securely outside the box o indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material shall be notified such and their packing, transportation and other protection must conform to relevant regulations.

27. IDENTIFYING OF ITEMS/PIECES: -The Supplier shall indicate BEML stock number and supplier code number/Vendor code No. and BEML PO No. in all delivery documents/invoices and correspondence. Also, he shall emboss/engrave the supplier code no./vendor code no. on each item/ piece at a convenient non-machinable place, otherwise the supplies are liable for rejections.

28. APPROPRIATION: BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the contractor under this contract or any other contract including contracts with other divisions of BEML. Shall the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the contractor shall pay BEML the balance due.

29. 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.

30. 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 anonexclusive, 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 indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952,

Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement. Rules framed therein from time-to-time and the Supplier shall indemnify BEML for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

31. **BRIBES AND GIFTS**: Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, as is provided in case of cancellation under clause – 12 hereof. Any question or dispute as o the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

32. **JURISDICTION**: Courts of Bengaluru 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.

33. **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 Bengaluru 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.

34. **FORCE MAJEURE CLAUSE:** Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial nonexecution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a `Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.

35. **DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

36. **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.

37. **AGENTS / AGENCY COMMISSION :** The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

38. **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.

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

40. **NON-WAIVER OF DEFAULTS**: If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law shall not be construed as a waiver and the same shall continue in full force and effect.

41. **TRANSFER OF OWNER SHIP AND RISK: -** The risk for delivery remains with the supplier, until the goods are delivered at the agreed place. Title of delivery shall pass on to purchaser at the moment of delivery.

Models, stamps, moulds, templates, dies, callipers, drawings and the like procured are manufactured by the supplier in aid of the delivery, shall be deemed to have been made available to the supplier by purchaser at the moment that these articles are delivered to the supplier or have been manufactured by it. If purchaser makes items available or is considered to have made items available to the supplier in aid of the delivery, these shall remain or become the property of purchaser and the supplier shall be obliged to clear mark these items as purchaser's property and to make a declaration of ownership available if required to do so. Items created by amalgamation, confusion or otherwise, become purchaser property at the moment of creation. The supplier shall be deemed to have created the items for purchaser and shall retain these new items as per purchaser property and make a declaration of ownership available to purchaser if requested to do so

42. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS: -

Commitment by Purchaser:
Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:
The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled.
The contractor (s) will not commit any offence under the relevant Acts. The Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Contractor (s) will not enter with other Bidder(s) / Contractor(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Contractor (s), before award or during execution of the Contract commit (s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the contractor (s) from the tender process or terminate the contract and / or take suitable actions as deemed fit.

43. SECRECY: -

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 material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c) BEML shall be entitled to prevent a breach of the above and to damages in case of breach. In case of non-performance in the PO, BEML will take procurement action at your risks and cost apart from levying liquidated damages.

44. 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 comply with the description are in the opinion of BEML (which shall be final, readily procurable) without cancelling the PO in respect of consignment not yet 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.

45. REJECTION REPLACEMENT: -

In case, if material supplied by the vendor have been rejected through NCR (Non Confirmatory Report) /PDO (Parts Disposition Order) on account of Manufacturing defects at any stage from the date of receipt of material at BEML Ltd till completion of the warranty period, the same will be communicated to the vendor, wherein vendor is liable for rectification of defective part (or) providing replacement within 48 hours from the date & time of communication without claiming any cost from BEML.

In case, vendor fails to rectify defective part (or) supply the replacement within 48 hours, BEML is entitled to procure the same on its own and recover the cost from vendor bills including cost towards any downtime in production.

The rejected material will be handed over to the vendor (either at BEML works/respective depots) only on receipt of replacement against rejections. Necessary arrangement for collecting the rejected materials & transportation should be arranged by the vendor. Further, vendor is liable for submitting the Investigation report/failure analysis and the remedies for overcoming such failures for all other material supplied by the firm.

46. **BEML** Reserves the right for Deferment, Rescheduling, Cancellation / Short / Pre-Closure of the Purchase order with prior intimation.

APPENDIX-A

"TECHNICAL BID FORMAT"

(WHICH NEEDS TO BE UPOADED BY THE BIDDER DULY COMPLIED & SIGNED ON BIDDING)

SL No.	Part No.	Description	Qty (No's)
1	53325001	UNDER SLUNG WATER TANK (408 LITERS) STAINLESS STEEL	6

Column 1	Column2	Column 3 (say 'Yes' OR "No" in this column, as applicable)
1	The technical requirement as mentioned in item description & PTS, mentioned above is fully understood by the bidding firm and firm is bidding for the same.	
2	*Confirmation from the bidding firm that it does not have any history of pending litigations and Risk purchase against previous orders of BEML, as bids from such firms are liable for rejection. (**If 'YES' is mentioned in Column 3 it would mean there is no history of pending litigation and if 'NO' is mentioned in Column 3 it would mean there is a history of pending litigation**)	
3	Confirm whether firm is MSE or not (If MSE firm, upload the MSE certificate)	
4	Bidders Remarks, If Any	

NOTE: State '**YES' / 'NO'** as applicable in column 3

- Bids of firms having any history of pending litigations or Risk purchase against any previous orders of BEML which mention otherwise in this bid confirmation are also liable for rejection.
- **Bidders to submit duly filled technical bid format with Authorized signature & Seal, otherwise bids are liable for rejection.**

Name and Signature of authorized Rep. of Bidding firm with Seal

APPENDIX B

NOTICE INVITING TENDER (NIT)

Bid Invitation No : 6300040514
Firm : M/s
Item details : UNDER SLUNG WATER TANK (408 LTRS) for Vande Bharat Project

SL No.	Terms & Conditions	Mention Complied/Remarks
1	**Payment Terms:** 100% in 60 days from the date of receipt of material. 100% in 45 days for MSE firms as per MSE Act. Availing Payment through Treds Platform is Mandatory for MSME Firm, Firms to register on Treds Platform Advance Payment is Not acceptable	
2	**Tax Rate:** GST @ 18% Presently	
3	INCO Terms/Dispatch Terms: FOR, BEML, BANGLORE COMPLEX	
4	**Delivery Schedule**: - Material to be supplied in 3 Equal Lots 1st Lot: within **15 days** from the date of PO 2nd Lot: within **30 days** from the date of PO 3rd Lot: within **45 days** from the date of PO	
5	**Inspection Terms:** By BEML/ BEML Nominated Agency before Dispatch. If Any Inspections Charges & Test Piece for Destructive testing, to firm account	
6	**Warranty:** 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, 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.	
7	**LD Clause**: Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part there of subject to maximum of 10% of the value of the delayed portion of the Purchase Order.	
8	**Performance Bank Guarantee (PBG):** Firm shall submit Performance Guarantee for amount equivalent to 10% of the Contract value. The Performance bank guarantee shall be valid up to Warranty period plus 6 months claim period. As per the latest guidelines, PBG to be executed digitally through NeSL platform (UIN No. **NCTGC2534P** for **Bengaluru Complex** & **Purchase order number** to be incorporated in **EPBG**).	

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Name, Designation and Signature
of authorized rep. of Bidding firm with Seal

APPENDIX B

NOTICE INVITING TENDER (NIT)

Bid Invitation No : 6300040514
Firm : M/s
Item details : UNDER SLUNG WATER TANK (408 LTRS) for VANDE BHARAT Project

SL No.	Terms & Conditions	Mention Complied/ Remarks
9	**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.	
10	**Division of Patronage:** BEML at its discretion reserves to issued orders on 40:40:20 ratio basis or 100% 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.	
11	**Variation Clause**: BEML reserves the right to increase the order quantity by 50% of the ordered quantity at same price and terms and conditions, with in the validity of the purchase order.	

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Name, Designation and Signature
of authorized rep. of Bidding firm with Seal

COMPLIANCE to GENERAL TERMS AND CONDITIONS

Bid Invitation No : 6300040514
Firm : M/s
Item details : UNDER SLUNG WATER TANK (408 LTRS) for VANDE BHARAT Project

Clause No.	Clause Description	Mention Noted/ Complied/Remarks
1.	Definitions & Interpretations.	
2.	General Terms & conditions for procurement of material	
3.	Instruction for Submission of Technical Bid.	
4.	Instruction for Submission of Commercial Bid.	
5.	Price Bid Validity	
6.	Delivery Terms	
7.	Payment Terms	
8.	Price, Invoicing & payment	
9.	Penalty / Liquidated Damages.	
10.	Authority of Persons Signing Document.	
11	Evaluation of Tenders.	
12.	Firm Price.	
13.	Acceptance of Order.	
14.	Performance Bank Guarantee (PBG)	
15.	Price, Invoicing and Payment.	
16.	Validity Period.	
17.	Progress Report.	
18.	Contract Variations: Increase or Decrease in The Scope of Supply.	
19.	Quality and Workmanship.	
20.	Inspection and Testing.	
21.	Quality & Condition of Delivery.	
22.	Guarantee / Warranty.	

SIGNATURE OF THE BIDDER

COMPLIANCE to GENERAL TERMS AND CONDITIONS

Bid Invitation No : 6300040514
Firm : M/s
Item details : UNDER SLUNG WATER TANK (408 LTRS) for VANDE BHARAT Project

Clause No.	Clause Description	Mention Noted/ Complied/Remarks
23.	Short Shipment/ Guarantee Replacement / Warranty.	
24.	Insurance	
25	Other Conditions	
26.	Packing and Dispatch.	
27.	Identifying of Items/Pieces.	
28.	Appropriation.	
29.	Applicable Laws and Jurisdiction of Courts.	
30.	Intellectual Property Rights; Licenses.	
31.	Bribes and Gifts	
32.	Jurisdiction	
33.	Arbitration	
34.	Force Majeure Clause	
35.	Drawings and Documents	
36.	Non-Disclosure and Information Obligations.	
37.	Agents / Agency Commission.	
38.	Fall Clause.	
39.	During Arbitration.	
40.	Non-Waiver of Defaults	
41.	Transfer of Owner Ship and Risk	
42.	Integrity Commitment in The Execution of Contracts	
43.	Secrecy	
44.	Risk Purchase Clause	
45.	Rejection Replacement	
46.	Deferment, Rescheduling, Cancellation / Short / Pre-Closure	

SIGNATURE OF THE BIDDER