

**BEML LIMITED**

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

**NOTICE INVITING TENDER**

**BID INVITATION NO: 6300039522**

**DT: 19.05.2025**

**Subject: Design, Manufacture, Supply, Testing & Commissioning, Training & Manuals of Derailment Detection Device (DDD) including CMC Spares and service activities required for 210 cars of Chennai Metro Rail Project-Phase II (ARE02A).**

Quotation/offer are invited from Original Equipment Manufacturer (OEM) or authorized representatives of OEMs of **Derailment Detection Device (DDD)** for Metro Rolling stock having experience in Design, Manufacture, Supply, Testing & Commissioning of **Derailment Detection Device (DDD)** in accordance with the enclosed terms and conditions within the tender closing date.

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

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

**Note:** Commercial bids of only technically acceptable firms will be opened and considered for further evaluation by BEML.

Note:- The tender consists of 55 Nos. of pages including this page.

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

1. The Bidders are advised to carefully go through, read and understand this tender document completely including terms and conditions, Annexures and Appendices etc. before submitting bids
  - a. This NIT is not transferable under any circumstances.
  - b. All entries in the bids, formats which would be part of bids shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
  - c. All the corresponding documents shall be attached along with the quotation/offer
  - d. The bidder shall **sign each and every page of tender document** before submitting the tender. No corrections/revisions will be entertained after opening the bids.
  - e. Late and/or incomplete tender shall not be considered.
  - f. Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
  - g. Bidder shall ensure that all the information & documents submitted by them are true & correct.
  - h. In case, it comes to the knowledge of BEML that the bidder has submitted false information before awarding of contract then the offer would be rejected.
  - i. In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder for the entire contract quantity. The PBG shall also be encashed as a result of consequence of breach of contract at the discretion of BEML.

2. Abbreviations used in this NIT

NIT-Notice Inviting Tender	BEML -BEML Limited
TS-Train set	CMRL -Chennai Metro Rail Limited
PTS- Procurement Technical Specification	ERTS -Employer's requirements General Specification
PO-Purchase order	DLP -Defect Liability Period
GTC- General Terms and Conditions	DNP – Defect Notification Period
CMC – Comprehensive Maintenance Contract	PBG – Performance Bank Guarantee
GeM - Government e-Marketing	SRM-Supplier Relationship Management

3. In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
4. Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
5. The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
6. All the documents shall be uploaded in SRM Portal.
7. Fax/email quotations are not acceptable.
8. BEML reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder

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

This "Notice Inviting Tender" hereinafter referred to as the 'NIT' is designated as the tender for Design, Manufacture, Supply, Testing & Commissioning, Training & Manuals of Derailment Detection Device (DDD) including CMC Spares and service activities required for 210 cars of Chennai Metro Rail Project-Phase II (ARE02A).

The tender consists of two parts as indicated below:

Sl.No.	Nature of Bid	Mode of Submission	Details
1	Technical Bid	SRM Portal	<b>Technical Bid (Without Price Details) shall be uploaded and submitted in the SRM Portal,</b> wherein only technical Bid /technical information in SRM Portal shall be uploaded.
2	Commercial Bid	SRM Portal	Price details to be duly filled in specified field on SRM Portal. Evaluation is based on the total bid value of all the items & services.

#### **Details of Items & Services:**

##### **1) Equipment with DNP/DLP**

**Table-1.1:** Equipment Quantity and Testing & Commissioning Activities

Sl.No	Part No.	Description	UoM	Qty for 210 Cars (70 T. Sets)
1	52486091	Derailment Detection Device (DDD) Assembly	No	1,400

Scope shall also cover the following:

- Testing & Commissioning activities for Subject item for one Train for each of three corridors 3, 4 & 5.  
Corridor 3 from Madhavaram to Sipcot,  
Corridor 4 from Lighthouse to Poonamalle,  
Corridor 5 from Madhavaram to Sholingnallur
- Spares and consumables including Service for Defect Notification period (DNP)/ Defect Liability Period (DLP) as per ERTS requirements. Detailed BOM for DNP/DLP Spares and Consumables for warranty period to be provided by the bidder.

**Table-1.2:**Non-Recurring Cost (NRC)

Sl. No	Description	UoM	Qty
1	Design and Submission of Design Documents of all items in table 1.1	AU	1

**Table-1.3:**FAI Reports and Type Test & Report

Sl. No	Description	UoM	Qty
1	FAI Reports and Type Test & Report of all items in table 1.1	AU	1

## 2. Comprehensive Maintenance Contract (CMC)

**Table 2.1:** Spares as per Annexure-A of PTS for CMC period

Sl.No	Part No	Description	UoM	Qty/Project
1	524811024	Spares as per Annexure –A of PTS for Derailment Detection Device	Set	1

## 3. Training & Manuals

**Table 3.1:** Training on O&M to the CMRL/BEML

Sl No	Description	UoM	Qty /Project
1	Training on O&M to the CMRL/BEML on Derailment Detection Device.	AU	1

**Table 3.2: Manuals**

Sl No	Description	UoM	Qty /Project
1	Training Manual, System/ Technical Manuals, Software Manuals, Operation Manuals, Maintenance Manuals, Fault Diagnostic Manuals& Spares Part Catalogue for all items from sl no.1 to slno.8 in table 1.1	AU	1

### Required Delivery Schedule: Derailment Detection Device

Sl No	Part No / Description	Total Qty (Trainsets)	Schedule	No of Train Sets (3 Cars/TS)
1	Equipment with DNP/DLP	70 TS (210 cars)	Mar'26	1
			May'26	3
			Sep'26	3
			Jan'27	4
			Apr'27	4
			Jun'27	3
			Jul'27	3
			Aug'27	4
			Sep'27	3
			Oct'27	4
			Nov'27	3
			Dec'27	3
			Jan'28	3
			Feb'28	3
			Mar'28	3
			Apr'28	4
			May'28	4
			Jun'28	3
			Jul'28	4
			Aug'28	4
			Sep'28	4
2	Non-Recurring activities- Design	PDR: Jul-25		

	and Submission of Design Documents	PFDR: Aug-25 FDR: Sep-25
3	FAI Reports and Type Test & Report	Feb-26
4	Spares as per Annexure –A of PTS for Derailment Detection Device	Delivery schedule as per BEML requirement.
5	Training	Jan-28
6	Manuals	Jan-28

**Note:**

- a) Delivery schedule proposed above is tentative. However, it can be mutually discussed and agreed in line with key dates of CMRL contract.
- b) CMC shall start after completion of DLP/DNP activity for 70<sup>th</sup> Trainset and shall end 15 years after the start of CMC.
- c) One trainset comprises of 2 DM car and 1T car.

## **5. SUBMISSIONS OF TECHNICAL BID**

**Technical Bid Submission Conditions:** Technical Bid (without Price Details) shall be uploaded and submitted in the SRM Portal, wherein only technical Bid /technical information in SRM Portal shall be uploaded as indicated below:

- a) Bidders should upload duly filled, signed & stamped Integrity Pact with two witnesses **[Appendix – A]**.
- b) Clause by Clause compliance for the BEML Procurement Technical Specification (PTS): Doc no: PTS Doc No GR/TD/7046; Latest revision **[Appendix – B]** Bidders to refer “PTS” **(Annexure-I)** enclosed along with this tender document. Bidders should upload the following documents duly filled, signature & stamped under technical bid and Format as per PTS also to be submitted
- c) Bidder to upload enclosures related to technical & other information deemed appropriate in respect of this tender on the letter head of the company, if any. Photographs / Drawings if any, may be uploaded.
- d) Bidders to refer “**GENERAL TERMS AND CONDITIONS (GTC)**” **(Annexure-II)** 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 – C]**
- e) Bidders to refer “**SCOPE OF CMC**” **(Annexure-IV)** enclosed along with this tender document.
- f) Bidders to commit that they will support BEML for requirement of any additional equipment, spares, service required at the later stage i.e. after 1st year of taking over and upto completion of CMC period.**[Appendix- D]**
- g) Bidders to upload duly filled, signature & stamped confidentiality agreement in plain paper **[Appendix – E]**
- h) Bidders to upload duly filled, signature & stamped Compliance to Land border sharing Clause – **[Appendix – F]**
- i) Bidders to upload duly filled, signature & stamped Compliance to purchase preference under public procurement policy – **[Appendix – G]**
- j) Bidders to upload duly filled, signature & stamped Compliance to Contact Details of Supplier/ Bidder – **[Appendix – H]**
- k) Bidders to upload duly filled, signature & stamped Compliance to Delivery Schedule – **[Appendix – I]**
- l) Based on **Annexure- V (JICA)**], bidder to upload duly filled, signed& stamped Compliance to Japanese content Stipulation i.e **[ Annexure-V(a)] & [Annexure-VI]**

BEML at its sole discretion reserves the right to seek the Soft/ Hard copies of the documents which are already been uploaded in SRM Portal, through Courier / post pertaining to technical bid of this tender enquiry at a later date, if required.

In such cases, only the documents uploaded in SRM Portal in original has to be couriered at the request of BEML. Any irrelevant documents furnished through courier will not be considered.

**NOTE:** Please note Commercial Bid /Price details should not be indicated in TECHNICAL BID, else bid will not be considered for further evaluation.

## **6. SUBMISSIONS OF COMMERCIAL BID**

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

<b>Table-1. Equipment with DNP/DLP</b>						
Sl.No	Part No	Description	UoM	Total Quantity for 210 Cars (70 T. Sets)	Unit Rate in INR	Total Quantity for 210 Cars (70 T. Sets)
1	52486091	Derailment Detection Device (DDD) Assembly	NO	1400	Price to be uploaded in commercial bid only	
9		Non-Recurring activities- Design and Submission of Design Documents for all items	AU	1	Price to be uploaded in commercial bid only	
10		FAI Reports and Type Test & Report for all items	AU	1	Price to be uploaded in commercial bid only	
<b>Subtotal (Table 1)</b>						
<b>The prices are firm and fixed prices and PVC is not applicable.</b>						

<b>TABLE 2. Comprehensive Maintenance Contract (CMC)</b>						
Sl.No	Part No	Description	UoM	Quantity /Project	Unit Rate in INR	Total Price in INR
1	524811024	Spares as per Annexure –A of PTS for Derailment Detection Device	Set	1	Price to be uploaded in commercial bid only	
<b>Subtotal (Table 2)</b>						
<b>The prices are firm and fixed prices and PVC is not applicable.</b>						

TABLE-3.Training & Manuals					
Sl.No	Description	UoM	Quantity /Project	Unit Rate in INR	Total Price in INR
1	Training on O&M to the CMRL/BEML on Derailment Detection Device.	AU	1	Price to be uploaded in commercial bid only	
2	Training Manual, System/ Technical Manuals, Software Manuals, Operation Manuals, Maintenance Manuals, Fault Diagnostic Manuals& Spares Part Catalogue.	AU	1	Price to be uploaded in commercial bid only	
Subtotal (Table 3)					
The prices are firm and fixed prices and PVC is not applicable.					

### **NOTE:**

1. Bidder has to quote for all the items in SRM Portal.
2. Commercial evaluation will be arrived based on grand total of all the tendered items (i.e. Equipment with DNP/DLP, Comprehensive Maintenance Contract (CMC), Training & Manuals). (i.e. Table-1+Table 2 +Table 3)



3. The commercial bids of the technically acceptable vendors only will be opened for further commercial evaluation.
  - i. Reverse Auction will be conducted among technically qualified Bidders in SRM Portal as per procedures and L1 status will be arrived based on total landed bid value (i.e. Table-1+Table 2 +Table 3).
  - ii. The Reverse Auction will be conducted at the sole discretion of BEML.
4. Acceptable Currencies: Price should be quoted in any of the following currencies only.
  - a) **INDIAN RUPEE (INR)**
  - b) **EURO (EUR)**
  - c) **JAPANESE YEN (JPY)**

**[ANNEXURE – II]**  
**GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS**

**1. GLOSSARY, DEFINITIONS & INTERPRETATIONS:**

- a) The Purchaser means “(include company name and address)” (A Government of India Undertaking) incorporated under the Companies Act having its registered office at “BEML  
1. Soudha, No 23/1, 4th main, S.R. Nagar, Bengaluru – 560027” and shall be deemed to include its successors and assignee.
- b) Supplier’ means a person having been included in a contract as a Contractor and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier’s successors, (approved by BEML Ltd.) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, Contractor or vendor.
- c) Parties to the Contract’ shall mean the Supplier and the Purchaser as named in the main body of the Purchase Order.
- d) Tender’ means and includes quotation, invitation to tender and all other documents like drawings, specifications, quality plan, etc that form part of the tender document.
- e) Acceptance of Tender’ Means the letter of memorandum communicating supplier, the acceptance of the Tender and includes advance acceptance of this tender.
- f) Purchase Orders (PO) / Contract’ means and includes the invitation to tender, instruction to Tenderers, acceptance of tender, Letter of intent / letter of award, the general terms and conditions of Purchase Order / contract, special conditions of Purchase Order /contract, particulars, descriptions, specifications, schedule of prices, quantities, quality plan, drawings enclosed and other condition specified in the acceptance of tenders and includes the repeat order which has been accepted or acted upon by / for the supplier for the supply of stores and includes an order for performance of service and includes amendments, if any, that may take place subsequent to the discussions, negotiations, mutual agreement if any.
- g) Stores / Materials / Services’ means the goods or services as described in Procurement Technical Specification (P.T.S.) and in the Purchase Order which the supplier has agreed to supply under the Purchase Order.
- h) Specification means technical specifications of the Equipment / Material as set forth in Procurement technical specification (PTS) / technical drawings, which is part of tender. Employer (CMRL) Requirement Technical specification (ERTS) & Employer (CMRL) General Condition of contract (GCC) and Employer Particular condition of Contract (PCC)
- i) End-Customer / End-user means: Chennai Metro Rail Limited (CMRL).
- j) Words in singular include the plural & vice-versa.
- k) Words imparting the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any firm, company or associations or body of individuals whether incorporated or not.
- l) The heading of these conditions shall not affect the interpretations or construction thereof of the contract.

- m) C.F.R/F.O.B/D.D.P/D.A.P is to be interpreted in accordance with the provisions of INCOTERMS 2020, unless otherwise specified in this Tender Document / Purchase order.

## 2. SUBMISSION OF THE TENDER:

Tender is in Two-Bid system (**Technical & Commercial Bid**). Bids should be submitted online mode only as follows:

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

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

### b) Submission of Commercial bid:

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

### c) General:

- i. If dealers are submitting the bids in place of OEM, Dealer should submit Authorization letter from OEM.
- ii. BEML reserves right to reject the tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- iii. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to BEML.
- iv. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by BEML Ltd and any contractor has defaulted against the BEML's orders, they are not eligible to participate in this tender.
- v. BEML may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. BEML reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- vi. BEML reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be out rightly rejected.
- vii. BEML also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. BEML's decision on any matter regarding short listing of bidders shall be final.
- viii. The Tender / Notice Inviting Tender is not an offer or a contract.
- ix. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become BEML property.

- x. BEML's decision is final for Evaluation of the offers which is also based on Employer's (CMRL) requirement and conditions of contract for ARE02A Project.

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

Land border sharing Declaration in line with Department of Expenditure's (DOE) Public Procurement Division order vide F. No. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products, shall be applicable for bidders / suppliers sharing land border with India. Bidders to upload signed & sealed compliance as per appendix attached as part of Technical Bid.

### **4. PREFERENCE TO MAKE IN INDIA SUBJECT TO JAPANESE CONTENT STIPULATION AT CLAUSE 44 OF GTC:**

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

### **5. DELIVERY TERMS:**

- a) In case of foreign Supplier: F.O.B (Free on Board) to nearest port basis. The intimation for shipment should be provided 21 days prior to the delivery schedule to our nominated freight forwarder and the consignment to be handed over to our freight forwarder before the cut-off date for sailing.
- b) In case of Domestic Supplier: F.O.R (Free on Road) /F.D.D. (Free Door Delivery) to BEML, Bangalore Complex.
- c) For CMC Service + supply of Spares & Tools for 15 years comprehensive Maintenance: F.O.R- Designated CMRL depots, Chennai

### **6. PAYMENT:**

#### **I. SUPPLIES (Equipment)**

##### **a) APPLICABLE TO FOREIGN BIDDERS**

- i. TT payment -100% 60 days from the date of receipt of material at BEML stores subject to inspection clearance.
- ii. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.

##### **b) APPLICABLE TO THE DOMESTIC BIDDERS**

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

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

#### **II. NON-RECURRING (NRC) AND SERVICE ACTIVITIES:**

- i. **NRC:**100% payable on 60<sup>th</sup> day after completion of NRC activities subject to acceptance by BEML R&D and for MSEs 45days after completion of NRC activities subject to acceptance by BEML R&D
- ii. **FAI:**100% payable on 60th day after completion of FAI activities and submission of FAI reports and type test reports subject to acceptance by BEML R&D and for MSEs 45 days after completion of FAI activities subject to acceptance by BEML R&D
- iii. **Services:**100% payable on 60<sup>th</sup> day after completion of service activities subject to acceptance by BEML R&D /Depot T&C/End Customer and for MSEs 45days after completion of service activities subject to acceptance by BEML R&D /Depot T&C/End Customer

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

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

### **III. PAYMENT FOR SPARES SUPPLY DURING CMC PERIOD (Yearly requirements):**

100% on 60th day from the date of receipt of material as per “Scope of CMC” in Annexure-IV at BEML stores /Chennai Depot subject to inspection clearance and based on mutually agreed delivery schedule between BEML in line with LCC of the system

For Bidders not agreeing with above terms I, II & III, their prices will be suitably loaded with applicable cash credit interest while evaluation of bids.

The payment is further subject to the following:

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

**7. PRICE BID VALIDITY:**

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

**8. FIRM PRICE FOR SUPPLY, NON-RECURRING SCOPE AND DELIVERABLES:**

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

**9. INSPECTION:**

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

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

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

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

The supplier guarantees that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

**10. 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.

**Warranty for Design, Manufacture, Supply, Testing and Commissioning, NRC and Service activities for 210 cars:**

The said goods/stores shall be warrantied /guaranteed for a period of 24 months from the date of taking over of last trainset by CMRL.

**Warranty towards Spares for Comprehensive Maintenance Contract period:**

The said goods/stores shall be warrantied /guaranteed for a period of 24 months from the date of supply of goods at BEML stores/Designated Depots

- b) **Defect Liability Period (DLP) / Defect Notification period (DNP):** Defect Liability Period (DLP) / Defect Notification period (DNP): Defect Liability / Notification period shall start after taking over of first train set by customer and shall end two years after taking over certificate date of 70th train set. During DLP/ DNP, the Contractor shall be responsible for including but not limited to the following scope of activities:

If the Works or sections are not available for usage by the Buyer for more than 48 hrs, then a penalty shall be paid by the supplier as applicable in same lines as per CMRL contract where the non-usage is due to vendor supply.

As per CMRL contract, "the cumulative amount shall be deducted by the Employer from the subsequent bills submitted by Contractor.

Rolling Stock: Rs. 25,000 per day/ train

A penalty of Rs. 2 lakhs for each case shall be levied for the failure or malfunction in the Works or sections during passenger operation which interrupt metro operations in the specific corridor for more than 10 mins"

**a) Extension of DLP:**

- i. Train/System/Sub-system level extension of DLP will be applicable in the case where reliability targets defined as per ERTS 18.6 are not met.
- ii. In case of any retrofits/modifications done by the suppliers in any specific system/sub-system/function/component/software shall be subjected to 24 months warranty from the date of completion of retrofit/modification in that train spares. This specific 24-month warranty is irrespective of the train DLP/warranty
- iii. There shall be no delay in start of CMC period of car, However, If the DLP / DNP extension arose on account of non-fulfilment of the Reliability Demonstration targets for subject aggregate for which the tendering is done(as defined in ERTS-RS clause 18.6), then payments against Rolling stock CMC shall be reduced by 65% by CMRL on payment to BEML. The same will be reduced in payment to the supplier on back-to-back basis

**b) Comprehensive Maintenance Contract (CMC):**

CMC shall start after completion of DLP/DNP activity for 70<sup>th</sup> Trainset and shall end 15 years after the start of CMC

**Note:** In case of optional cars, CMC shall start after completion of DLP/DNP activity for 80th Trainset and shall end 15 years after the start of CMC

**c) Guarantee / Warranty replacement:**

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

- d) 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 tort or otherwise.

If any defect or damage is one requiring immediate attention from safety / environmental view point / operational viewpoint, then BEML has the authority to proceed with rectification in any

manner suitable and deduct such sums from the suppliers Bill or purchase order whichever is active.

#### **11. PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG):**

Firm shall submit the following 2 Performance Bank Guarantees:

##### **FOR SUPPLY OF EQUIPMENTS, NON-RECURRING SCOPE, FAI, DELIVERABLES,**

- a) Supplier should submit Performance Bank Guarantee for amount equivalent to 10% of the Contract value excluding CMC valid till issue of taking over certificate for last trainset by end customer (CMRL). The bank guarantee has to be submitted within 60 days from the date release of Purchase order from BEML but not later than 30 days before commencement of supplies pertaining to first delivery schedule indicated in the purchase order
- b) In case BEML is constrained to extend the Performance Bank Guarantee to its customer (CMRL), due to the failure of aggregates attributable to the supplies made by the supplier or non-fulfilment of NRC activities as applicable, then the costs involved to BEML for such PBG extensions shall be borne by the supplier.
- c) Performance Bank Guarantee shall be returned back only after completion of issue of taking over certificate for last trainset by end customers (CMRC) and if there is no defect /failure/negligence/complaints and /or any claims notified to BEML on part of supplier in fulfilling the supplies and activities
- d) If the minor outstanding works as incorporated in the taking over certificate are not attended by the Supplier within the specified time frame, full amount of Performance Security due to the Supplier shall not be released

##### **BANK GUARANTEE TOWARDS SPARES AND TOOLS FOR COMPREHENSIVE MAINTENANCE CONTRACT PERIOD:**

- a) Supplier should submit Performance Bank Guarantee for amount equivalent to 10% of the Contract value for supply of spares & Tools for comprehensive maintenance contract period valid for entire Warranty period for CMC. The bank guarantee has to be submitted within 60 days from the date release of Purchase order from BEML but not later than 30 days before commencement of supplies pertaining Spares & tools indicated in the purchase order
- b) In case BEML is constrained to extend the Performance Bank Guarantee due to the failure of aggregates attributable to the supplies made by the supplier, then the costs involved to BEML for such Performance Bank guarantee/security extensions to its customer (CMRL) shall be borne by the supplier.

##### **General terms of PBG:**

- a) In case of foreign bank guarantees, the BGs from foreign banks, authorized /recognized by RBI to issue a Bank Guarantee, in their own letter head will be accepted.
- b) In the case of PBG/s submitted from Indian Bank, the PBG shall be furnished by Scheduled Commercial Banks authorized by RBI to issue a Bank Guarantee.
- c) Format for PBG is attached for reference.
- d) PBG shall be returned back only after completion of necessary Warranty /CMC Period and if there is no defect /failure/negligence/complaints and /or any claims notified to BEML on part of supplier in fulfilling the supplies and activities.
  - i) 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.

ii) No claim shall lie against BEML Ltd., in respect of interest on cash deposits or Govt. Securities depreciation thereof.

iii) BEML shall be entitled to and it shall be lawful on its part to encash the Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the Purchase Order.

- a) The Bank Guarantee shall be established through **Structured Financial Messaging System (SFMS)** mode from a Scheduled Commercial Bank authorized by RBI in India as defined by RBI
- b) A separate copy of the BG has to be sent by the issuing bank to the Purchaser's bank. The details of Purchaser's bank are as under:

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

- c) 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

- d) The Bank Guarantee shall also be established in e-BG mode through NeSL platform.
- e) The Bank Guarantee validity shall be extended as required till the completion of all contractual and warranty obligations in Full.

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

- a) BEML reserves the right to increase or decrease the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule
- b) BEML may at its discretion may advice the supplier in writing about the increase of the total quantity up to 10 complete train sets requirement of 3 cars each i.e. 30 cars and upto additional 50% qty of spares and tools within CMC period.
- c) Supplier shall be required to supply increased ordered quantities at the contracted terms & conditions and determined prices (Excluding design cost, Type test cost, FAI test cost, Training & Manuals cost and Testing & commissioning cost) and no additional amount on account of quantity variation or escalation or any other account whatsoever payable to the supplier

- d) In case of increase in quantity beyond the original bid quantity, the delivery schedule for the increased quantities shall be mutually decided at the time of exercise of quantity variation by the Purchaser
- e) **CMC obligation for variation quantity:** The CMC obligation as applicable for the base order (70 trainsets of 3 car configuration) quantity shall be applicable for the respective optional trainsets also. The pricing for CMC for the optional trainsets shall be derived accordingly.

### 13. LIQUIDATED DAMAGES CLAUSE:

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

“To accept the delayed supply and to recover from the supplier Liquidated Damage charges at the rate of **0.1%** of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay for **first 28 days** and **0.2%** of the total value of the amounts apportioned to the affected delivery schedule for each calendar day of delays from **29<sup>th</sup> day** to the maximum of **10%** of the affected schedule of the purchase order.”

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

### 14. RISK PURCHASE CLAUSE:

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

**15. SECRECY AND CONFIDENTIALITY:**

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

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

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

**17. ACCEPTANCE OF ORDER:**

The supplier shall send Order Acceptance within two weeks from the date of LOI/LOA/Purchase Order or such other period as specified / agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original Purchase Order placed and the Purchaser shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase Order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of receipt of the order.

**18. OTHER CONDITIONS:**

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

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

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

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

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

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

##### **Postal Address**

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

#### 20. PROGRESS REPORT:

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

#### 21. QUALITY & WORKMANSHIP:

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

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

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

The Supplier shall guarantee that the delivery complies with legal requirements applicable in India and other (international) Government regulations, as applicable. The supplier shall guarantee that the delivery complies with the customary norms and standards in the relevant branch of trade or industry. The supplier shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his product, packaging, and raw and ancillary materials.

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

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

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

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

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

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are noticed at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the supplier shall compel the Purchaser to rework the rejected goods.

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

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

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

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

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

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

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

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

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

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

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

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

**Purchase order number:**

**Shipper's mark:**

**Package number:**

**Identification number:**

**Caution marks, if applicable:**

**Net weight, Gross weight and cubic measurement (CBM), whichever is appropriate for the shipment.**

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

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

## **29. JURISDICTION:**

Courts of Bangalore alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between BEML and the Supplier.

## **30. ARBITRATION:**

Any disputes and differences that may arise between the parties in connection with this Agreement/Contract shall be settled by the parties amicably by way of mutual discussion / negotiation / conciliations. In case parties fail to settle the dispute amicably, then the dispute or difference shall be referred to India International Arbitration Centre for resolution. The Arbitration Tribunal shall consist of Sole / three Arbitrator /s. The Arbitrator /s shall be appointed and Arbitration proceeding shall be conducted in accordance with the provision of India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023.

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

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

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

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

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

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

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-15** hereof. Any question or dispute as to the committing of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

### **33. FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. In the case of vendor seeking force majeure then it is discretion of BEML to consider the same based on authenticate document.

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

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

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

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

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

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



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

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

BEML at its discretion reserves to issue order 100% on L1. BEML reserves the right to avail the price offered for full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever.

### **38. INTEGRITY PACT:**

The bidder / contractor should upload duly signed & stamped **Integrity Pact** (if the tender value is more than or equal to Rs.1.00 crore) as per prescribed format (**APPENDIX- A**) on plain paper as part of technical bid.

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

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

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

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

#### **Address of IEM is as below:-**

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

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

### **39. GST TERMS & CONDITIONS:**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.

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

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

GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

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

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

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

#### 40. TAX CLAUSE:

Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. **On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account.** Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.

Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.

Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.

Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier.

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

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

#### 41. PROJECT IMPORT REGISTRATION:

Customs duty on input content imported by domestic bidders to manufacture tendered items.

Chennai Metro Rail Project is eligible for the concessional rate of custom Duty under chapter 98.01 of Custom Tariff Act for Project Import registration mode. In case if an indigenous supplier imports some items from outside India, the firm has to register with customs for availing concessional rate of duty i.e. 7.5% BCD plus cess, through project import registration mode.

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

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

- i) Bills of Entry
- ii) Challan for deposit of Custom Duty
- iii) Declaration that the Sub-contractors/Sub-vendors have neither claimed the deemed export benefit nor they will claim the same.

#### **42. INSURANCE COVERED BY BEML UPTO START OF CMC:**

BEML has insured the Material being procured and the risk Coverage under the MCE policy shall commence from the moment of the first goods/consignments are lifted, mechanically or manually or otherwise, from anywhere in the world for loading onto the transport (all modes included) and remain in force during transit up to BEML's works and designated CMRL depot available till handing over of trainset with 24 months DNP/DLP.

#### **43. RETENTION MONEY:**

Retention money shall be deducted at the rate of 5% against each Invoice value of PO (excluding CMC) upto cumulative value equal to 5% of the total Material PO value excluding taxes & duties. Firm to raise Invoice for 100% value indicating that 5% of the Invoice value shall be payable by BEML only after completion of DLP/DNP period of all the trainset.

Upon the request of the Supplier, the purchaser may release the withheld retention money on submission of Bank Guarantee for an equivalent amount in respective currencies from a public sector bank (PSB) of India or Scheduled Commercial Banks in India or any Japanese Bank as listed under Schedule of Commercial Banks by The Reserve Bank of India (RBI).

Retention amount shall be released upon completion of DLP period i.e, a period of 24 months from the date of supply upto taking over of last trainset (70th trainset) by end customer, CMRL

#### **44. JAPANESE CONTENT STIPULATION:**

Chennai Metro Rail Project – Phase II (ARE02A) is funded by Japanese ODA Loans and BEML is required to stringently adhere to the Japanese Ratio of 30.069% of accepted contract value for OE Procurement.

Bidders to refer Annexure-V (JICA) of NIT for eligibility criteria and submit details of Japanese components and service of Subject item in the stipulated format as per Annexure V enclosed along with bid.

#### **45. COMPREHENSIVE ECONOMIC PARTERSHIP AGREEMENT (CEPA) and DTAA:**

Supplier should comply to CEPA agreement wherever applicable and pass on benefits arising out of CEPA agreement.

### ANNEXURE – III: KEY DELIVERY DATES (CMRL)

ARE02A KEY DATE DELIVERY SCHEDULE																																												
BANGALORE COMPLEX																																												
PROJECT	Activities	Order Qty on Hand	2026				2027												2028												2029													
			Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
Chennai Metro ARE02A	Delivery of cars @ Chennai	210	3	0	3	3	0	3	3	0	3	3	3	3	3	12	6	9	9	12	9	12	9	9	9	9	9	6	9	9	9	12	9	6										
	Testing & Commissioning of cars																3	3	3	3	3	3	3	6	9	12	9	12	6	6	9	9	9	18	9	9	6	9	9	12	9	6	9	6
																CMC of 15 years will start by Oct-2031 and end by Sep-2046																												
																Manuals delivery																												
																Red denote Key Date																												
			2026				2027												2028												2029													
			Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
			<p><b>Note</b></p> <p><u>CMC</u>: BEMIL is required to carry out 15 years Comprehensive Maintenance Contract (CMC) for Rolling Stock which shall commence after the TOC date of 70th Trainset and shall end after 15 years from start</p> <p><u>DLP/RS</u>: Shall start from the date of issuance of Takingover Certificate (TOC) for the 1st trainset and the fleet DNP / DLP ends two years after the TOC date of the 70th TS</p> <p><u>DLP/M&amp;P</u>: Shall start on the TOC date of the respective equipment item and will end two years after the TOC date of the last equipment</p> <p>Total RS DLP period required spares &amp; manpower support for 1st TS = 51 months, 70th TS = 24 months. <b>DLP varies from 1st TS to 70th TS</b></p>																																									

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

## INTEGRITY PACT

**Between**

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

**And**

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

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

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



## **Section 5 – Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender processor 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 sub contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) ThePrincipalwillenterintoagreementwithidenticalconditionsasthisisonewithall 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) ThePrincipalappointscompetentandcredibleIndependentExternalMonitorforthisPact.  
  
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 hat 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) ThePrincipalwillprovidetotheMonitorsufficientinformationaboutallmeetings among the parties related to the Project provided such meeting should 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 remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign IP.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

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

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

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

integrity pact will prevail.

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

(Office Seal)

Place-----

Date -----

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

-----  
-----

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

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

(Office Seal)

Place-----

Date -----

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

-----  
-----

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

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**(Applicable Agents / Suppliers to Sign, Seal & Upload / Submit)****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

Signature  
(For & On behalf of Bidder/Contractor)

## COMPLIANCE REPORT FOR PROCUREMENT TECHNICAL SPECIFICATION (PTS)

Compliance to PTS GR/TD/7046 Rev 01				
PTS Clause No	Description	Complied	Not Complied	Remarks
1. Introduction	1.1. Train configuration			
	1.2. Wheel diameter			
	1.3. Car weights			
	1.4. Climate & environment conditions			
	1.5. Vehicle performance			
	1.6. Track parameters			
	1.7. Current collection system			
	1.8. Operations			
	1.9. Principal notional vehicle dimensions			
	1.10. Unclear aspects			
	1.11. Responsibility of supplier			
	1.12. Standards			
2. Definitions and Abbreviations	2.1 Definitions			
	2.2 Abbreviations			
3. Precedence of Documents				
4. Qualifying Criteria & Vendor Approval				
5. Interface requirements				
6. Technical Requirements	6.1. Design life			
	6.2. Design Philosophy & Requirements			
	6.3. DDD Assembly			

	6.4. Subcontractor Weight Control Activity			
PTS Clause No	Description	Complied	Not Complied	Remarks
6. Technical Requirements	6.5. Bill of material (BOM)			
	6.6. Material & Workmanship			
	6.7. Coating System			
	6.8. Marking			
	6.9. Packing			
7. Design Submission & Approval Responsibilities				
8. Project management plan	8.1. RAMS requirements			
	8.1.1. Reliability Requirements			
	8.1.2. Reliability Analysis			
	8.1.3. Reliability Target			
	8.1.4. Availability requirements			
	8.1.5. Availability targets			
	8.1.6. Availability demonstration during CMC period			
	8.1.7. Availability damage			
	8.1.8. Penalties on service failures			
	8.1.9. Maintainability Requirements			
	8.1.10. Maintenance Interval			
	8.1.11. Maintainability Target			
	8.1.12. Master Maintenance Schedule (MMS)			
	8.1.13. Life Cycle Costs (LCC)			

## COMPLIANCE REPORT FOR PROCUREMENT TECHNICAL SPECIFICATION (PTS)

PTS Clause No	Description	Complied	Not Complied	Remarks
8. Project management plan	8.1.14. Reliability and Maintainability (R&M) Demonstrations			
	8.1.15. Safety Requirements			
	8.1.16. RAMS Deliverables			
	8.2. Fire safety			
	8.2.1. Material properties			
	8.2.2. Fire Load Calculation			
	8.2.3. Fire Performance Deliverables			
	8.3. Quality			
	8.3.1. Quality Assurance Program (QAP)			
	8.3.2. Quality System Requirements			
	8.3.3. Quality Assurance Plan (QAP)			
	8.3.4. Quality Audit			
	8.3.5. Quality Methodology			
	8.4. Noise Requirement			
	8.4.1. Specified Levels			
	8.4.2. Test Conditions & Methods			
	8.4.3. Resilient Mount			
	8.4.4. Vibration Level			
9. Scope of Supply	9.1. General			
	9.2. Hardware			
	9.3. Calculations & simulations			
	9.4. Supply for simulator			

	9.5. Supply for mock-up			
	9.6. Supply of spares			
	9.7. CMC Spares			
	9.8. Design submission & deliverables			
	9.8.1. General			
	9.8.2. Design Documents			
9. Scope of Supply	9.8.3. Technical support			
	9.9. Compliance statement			
	9.10. Operation & Maintenance manual(O&M)			
	9.11. Training			
10. Testing & commissioning	10.1. Inspection & test plan (ITP)			
	10.2. Test reports			
	10.3. First article inspection (FAI)			
	10.4. Type test			
	10.5. Routine Test			
	10.6. Submittals			
11. Warranty				
12. Defect Liability Period (DLP) and Defect Notice Period (DNP)				
13. Delivery				
14. Attachments				
15. Submissions with technical offer				

**Authorized signatory with company seal / stamp**



**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

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

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

Authorized signatory with company seal / stamp

**COMPLIANCE REPORT OF GENERAL TERMS & CONDITIONS**

(To be submitted along with Technical Bid)

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

24.	INSPECTION, TESTING & CONSEQUENCE OF REJECTION			
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			
40.	TAX CLAUSE			
41.	CUSTOMS DUTY ON INPUT CONTENT			
42.	INSURANCE COVERED BY BEML UPTO START OF CMC			
43.	RETENTION MONEY			
44.	JAPANESE CONTENT STIPULATION			
45.	COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT (CEPA) AND DTAA			

Authorized signatory with company seal / stamp

**COMMITTEMENT TO SUPPLIES**

(To be submitted along with Technical Bid)

This is to certify that we M/s ..... against GeM tender No./SRM tender No. as a Bidder commit that we will support BEML for requirement of any additional Equipment, Spares, Service required at the later stage i.e. from taking over of first trainset and upto completion of CMC by end customer CMRL for all the cars of contract Chennai Metro Rail Project-Phase II (ARE02A).

**Authorized signatory with company seal / stamp**

**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.18/1, 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 purpose of BEML, all information such as technical data, specifications, drawings, models of specimens furnished / supplied by BEML for the purpose of manufacture or in connection with developmental activities, constitute the property of BEML and the supplier shall keep them in strict confidence. This has been explicitly stated in all the details to the supplier through Purchase Order / Drawings etc., released.
  - b) The supplier shall not supply the components / spares exclusively manufactured for BEML with the Technical Data / Specifications / assistance furnished by BEML and shall not disclose my initiations, development of adaptations thereof to anyone else except with the written consent of BEML.
  - c) BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach. It is hereby mutually agreed that for breach of this agreement the Vendor shall pay, without actual proof of damages, a liquidated amount of Rs. 1.00 Crore (Rupees One Crore only).
  - d) **ARBITRATION:** Any disputes and differences that may arise between the parties in connection with this Agreement/Contract shall be settled by the parties amicably by way of mutual discussion / negotiation / conciliations. In case parties fail to settle the dispute amicably, then the dispute or difference shall be referred to India International Arbitration Centre for resolution. The Arbitration Tribunal shall consist of Sole / three Arbitrator /s. The Arbitrator /s shall be appointed and Arbitration proceeding shall be conducted in accordance with the provision of India International Arbitration Centre (Conduct of Arbitration) Regulations, 2018.
- 2) BEML shall be entitled to prevent breach of the above and to claim damages in case of any breach.
- 3) The Signatories hereto declare that they have the sanction and power to execute and deliver this binding agreement.

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

**For BEML****For M/s. XXXX****WITNESS:****1.****2.**

**Land Border Sharing Declaration**

**(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.

F.No.6/18/2019-PPD dated 18.07.2020 & 19.7.2020 and subsequent orders

Tender no. ....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 18.07.2020 & 19.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder> is / are

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

OR

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

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

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

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

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

To,  
BEML Limited, Bangalore

Dear Sir,

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

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

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

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

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

**Authorized signatory with company seal / stamp**

**CONTACT DETAILS OF THE SUPPLIER****(To be filled and submitted by supplier along with the technical bid)****1) Contact Person details in Marketing Office**

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

**2) Head Office :****3) Complete address**

including the website :

**4) Details of the proposed plant from**

where item is to be supplied :

**5) Complete address of the Plant**

including Website :

**6) Contact person details in plant**

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

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

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

**DELIVERY SCHEDULE**

Required Delivery Schedule: Derailment Detection Device

Sl No	Part No / Description	Total Qty (Trainsets)	Schedule	No of Train Sets (3 Cars/TS)
1	Equipment with DNP/DLP	70 TS (210 cars)	Mar'26	1
			May'26	3
			Sep'26	3
			Jan'27	4
			Apr'27	4
			Jun'27	3
			Jul'27	3
			Aug'27	4
			Sep'27	3
			Oct'27	4
			Nov'27	3
			Dec'27	3
			Jan'28	3
			Feb'28	3
			Mar'28	3
			Apr'28	4
			May'28	4
			Jun'28	3
			Jul'28	4
			Aug'28	4
			Sep'28	4
2	Non-Recurring activities- Design and Submission of Design Documents	PDR: Jul-25 PFDR: Aug-25 FDR: Sep-25		
3	FAI Reports and Type Test & Report	Feb-26		
4	Spares as per Annexure –A of PTS for Derailment Detection Device	Delivery Schedule as per BEML requirement		
5	Training	Jan-28		
6	Manuals	Jan-28		

**Note:**

- a) Delivery schedule proposed above is tentative. However, it can be mutually discussed and agreed in line with key dates of CMRL contract.
- b) CMC shall start after completion of DLP/DNP activity for 70<sup>th</sup> Trainset and shall end 15 years after the start of CMC.
- c) 1 Trainset comprises of 2 DM car and 1 T car.



**SECTION V: ELIGIBLE SOURCE COUNTRIES**

**ELIGIBLE NATIONALITY:**

1. The Eligible Nationality of the Supplier(s) for procurement of goods and services (including consulting services) shall be the following:
  - a) Japan, India & OECD member Countries in the case of the prime Contractor; and
  - b) All countries and areas in the case of the sub-contractors(s).
2. With regard to Section V (1) above, in case where the prime Contractor is a joint venture, such joint venture will be eligible provided that the nationality of partners is Japan and/or India and/or OECD member countries.
3. With regard to Section V (1) and (2) above,
  - a) For goods and services, except consulting services:
    - (i) The prime Contractor or, in the case of a joint venture, the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan and have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there (herein after referred to as the “**Japanese Partner**”).
    - (ii) Notwithstanding Section V. (3) (a) (i) above, a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Partner:
      - It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
      - It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.
    - (iii) The prime Contractor or, in the case of a joint venture, the Indian partners shall be nationals of India or juridical persons incorporated and registered in India, and have their appropriate facilities for producing or providing the goods and services in India, and actually conduct their business there; in the case of a juridical person, a majority of the subscribed shares shall be held by nationals of India; and the majority of the full-time directors of the company are national of India(hereinafter referred to a as the “Indian Company”).
    - (iv) The prime Contractor or, in the case of a joint venture, the OECD member countries partners shall be nationals of OECD member countries (here in after referred to a as the “OECD member countries”).
4. With regard to Section V above, the goods procured form the eligible local manufacturing company(ies) invested by Japanese Companies (here in after referred to as the “Eligible Local Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) all of the following conditions:
  - a) Juridical persons incorporated and registered in India, and which have their appropriate facilities for producing or providing the goods and services in India and actually conduct their business there;
  - b) Not less than ten percent (10%) of shares are held by a single Japanese Company or juridical

- person stipulated in Section V.3. (a) (ii); and
- c) The proportion of the shares held by the Japanese Company or juridical person stipulated in Section V.3. (a) (ii) mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese Company or juridical person stipulated in Section V.3. (a) (ii) meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of the third country or area.
5. With regard to Section V (4) above, the goods procured from the eligible development partners' manufacturing company(ies) invested by Japanese companies (herein after referred to as the "Eligible Development Partners' Manufacturing Company(ies)") can be regarded and counted as Japanese origin if such Eligible Development Partners' Manufacturing Company(ies) satisfy(ies) all of the following conditions:
- Juridical persons incorporated and registered in a country or area on DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
  - Not less than one-third of shares are held by a single Japanese Company or juridical person stipulated in Section V. 3. (a) (ii); and
  - The proportion of the shares held by the Japanese Company or juridical person stipulated in Section V.3. (a) (ii) mentioned (b) above (or the company having the largest share among Japanese companies if more than one Japanese Company or juridical person stipulated in Section V.3. (a) (ii) meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country or area.
6. With regard to Section V(4) above, the goods procured from the eligible manufacturing company(ies) in developed countries invested by the Japanese Companies (herein after referred to as the "Eligible Developed Countries' Manufacturing Company(ies)") can be regarded and counted as Japanese origin if such Eligible Developed Countries' Manufacturing Company(ies) satisfy(ies) all of the following conditions:
- It is a subsidiary in a country or area other than Japan included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances;
  - It was incorporated and is registered in country or area other than that on the DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement; and
  - It has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.
7. With regard to Section V. (4) above, if the major components(s) of goods is (are) substantially manufactured by an Eligible Local Manufacturing Company, such components can be regarded and counted as Japanese origin even if the goods are not procured from Japan. Eligible Local Manufacturing Company(ies). Nor Eligible Developed countries 'Manufacturing Company(ies).
8. With regard to Section V. (4) above, if the major components(s) of goods, which is (are) procured from the Indian Company(ies), is (are) substantially manufactured by a Japanese Company(ies), the goods can be regarded and counted as Japanese origin.
9. With regard to Section V (4) above and in, the goods procured from Indian Company(ies) can be regarded and counted as Japanese origin if such goods satisfy all of the following conditions:
- The major component(s) is (are) substantially manufactured by a Japanese Company(ies); and
  - Japanese Company(ies) substantially manufactures major components and substantially engage with final assembly or the final refinement/processing by the Indian Company(ies)

the manners including, but limited to, technical cooperation, commissioning of manufacturing or provision of design.

10. With regard to Section V. (4) above, the services provided by the Japanese Partner(s) can be regarded and counted as Japanese origin.
11. As per Operational rules of the Japan–India Special ODA Loan for Metro and Railway Projects in India, Dated 31<sup>st</sup> May2018, the prime Contractor shall be either of the followings:
  - a) Japanese Company. Specially, the company must satisfy all of the following condition:
    - (i) The company is a juridical person in corporate and registered in Japan
    - (ii) The company has its appropriate facilities for appropriate facilities for producing or providing goods and services in Japan: and
    - (iii) The company actually conducts its business in Japan.
  - b) A consolidated subsidiary of a Japanese company in a foreign country. Specifically, the company must satisfy all of the following:
    - (i) The company is a subsidiary company whose financial statements are required to be included in a consolidated financial statement of a Japanese company (as a parent company) by the Financial Instruments and Exchange Act of Japan and related ministerial ordinances
    - (ii) The company is incorporated and registered in a country where it is located
    - (iii) The company has its appropriate facilities for producing or providing goods and services in a country where it is located; and
    - (iv) The company actually conducts its business in a country where it is located
  - c) An Indian company. Specifically, the company must satisfy all of the following condition:
    - (i) The country is a juridical person incorporated and registered in India
    - (ii) The company has its appropriate facilities for producing or providing goods and services in India
    - (iii) The company actually conducts its business in India: and
    - (iv) The majority of the subscribed shares of the company are held by an Indian national(s) and/or juridical person(s)
  - d) A joint Venture (JV) composed of a Japanese company (ies) and/or Indian company(ies) and/or OECD member countries.
12. Only for this package, the price of procurement (purchase) from Japanese company shall be deemed as Japanese content. However, only the price of parts of Rolling Stock manufactured by Japanese company (note1) and services (including services and technology (note2)) provided by Japanese company shall be included.

(note 1) The definition of “Japanese Company” will be same as stipulated in Section V11a. and 11 b. above.

(note 2) Services and technology are assumed to include intermediary services by trading company etc and technology licensing by Japanese Company.

**CERTIFICATE CONFIRMING TENDER REQUIREMENT FOR JAPANESE GOODS & SERVICES**

This is to certify that we, M/s. *[Insert name of the company (Single Entity/JV)]* have carefully examined all the requirements stipulated in the Annexure-V (JICA), ELIGIBLE SOURCE COUNTRIES OF JAPANESE for meeting requirement of Japanese Goods & Services.

We, M/s. *[Insert name of the company (Single Entity/JV)]* have submitted the details including; Name, Location and Percentage of Japanese Goods & Services Content by value as per the form: Japanese Goods and Services provided.

We acknowledge that any false declaration made by the tenderer regarding Japanese Goods & Services (including payments to be made for value addition) shall be treated as a fraudulent practice and may result in further action being taken against the tenderer or its successor company; including liability of debarring for a period of upto three years.

We also undertake to submit a certificate as per Annexure- VI from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) to determine and verify calculations of the percentage of Japanese Goods & Services content.

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**Authorized signatory of bidder with company seal / stamp**

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**Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)**

**FORM JAPANESE GOODS AND SERVICES**

<b>Tender No.:</b>	
<b>Name of the Bidder:</b>	
<b>Total Percentage (%) of Japanese Content proposed by the Bidder:</b> [Derived by the sum of qualifying Goods & Services expressed as a % of the Total Contract Price applicable for supply & NRC only].  [The amounts taken for calculation should exclude all taxes and duties]	

No.	Details of Systems, Subsystems, Parts and/or Services [bidder should list the item categories it seeks to qualify as Japanese Goods & Services under the terms and conditions of Annexure-V (JICA)]	Annexure-V (JICA) Clause No. [under which qualification is sought]	Name of Japanese Subcontractor, Supplier or Trading Partner.	Evidence to show Compliance to Annexure-V (JICA) requirements enclosed (Y/N)	Percentage (%) contribution of Japanese Goods
1					
2					
3					
4					
5					

**NOTE:** The Table value would exclude CMC requirement as well as duties & Taxes

**Authorized signatory of bidder with company seal / stamp**

-----  
 Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

## **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 (Herein after called "the Employer") of the other part.
2. Whereas BEML LIMITED has awarded the contract for..... (Name of work as per PO) (Herein after called the "Contract") to..... (Name of the Contractor) (Herein after called "the Contractor").
3. AND WHERE AS 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 here by 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 proceeding spending 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 before 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 herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be here by secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rs.....)
  - (b) This Bank Guarantee shall be valid up to.....
  - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve up on 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 here with duly authorized.

For and on behalf of the.....Bank.

**Signature of Authorized Bank officials.**

Name :.....

Designation : .....

Stamp/Seal of the Bank.....

Signed, sealed and delivered for and on behalf of the Bank by the above named.....in the presence of:

**Witness1.**

Signature.....

Name.....

Address.....

**Witness2.**

Signature.....

Name.....

Address.....