

ADDENDUM -2

BEML SRM Tender Ref : 6300039734 Dated: 03/07/2025

Tendered Item : APPOINTING INDEPENDENT QUALITY ASSESSOR (IQA)

Project : Standard Gauge High Speed Train Project.

Queries raised by the firms & BEML clarifications are mentioned below:

Sl. No.	Page No.	Para No.	RfP/Tender Clause	Clarification Requested	BEML Reply
1.	7-24		[ANNEXURE – VI] GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS (entirely)	Please replace the GTC for procurement of materials with GTC for provision of services, as the scope of work comprises only services, and it does not involve the supply of goods / materials / products / ordered parts / stores (which is a terminology repetitively used in the GTC).	[ANNEXURE – VI] GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS OF NIT FROM PAGE No. 7-24: For: GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS Read As: GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS / SERVICES For: goods/stores /Material Read As: goods / stores / Material / Services. NIT-Rev-01 attached.

2.	7-24		<p>[ANNEXURE – VI]</p> <p>GENERAL TERMS & CONDITIONS (GTC) FOR PROCUREMENT OF MATERIALS (entirely)</p>	<p>(In case item 1 above would not be possible.) Please confirm that all references from the GTC to “goods / materials / product(s) / ordered parts / stores” (or similar) are to be construed as references to the services (where appropriate, eg. in Art. 42) and respectively would not be applicable where the provisions are not suitable for the scope of work comprising only services (eg. Art. 10, Art. 28, Art. 21, Art. 13 etc.).</p>	<p>ANNEXURE – VI]</p> <p>GENERAL TERMS & CONDITIONS (GTC) FOR: PROCUREMENT OF MATERIALS (entirely):</p> <p>Sl. No.1 clarified and modified and the same is applicable i.e., SERVICES included.</p> <p>Bidder may indicate their remarks /comments with regard to non-applicable terms while submitting the compliance report along with the Technical Bid.</p>
3.	24	42	<p>The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any.</p>	<p>Please confirm our understanding that the provisions “The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any.” from Art. 42 are applicable in the case of this contract.</p>	<p>The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any. (NIT page No. 24 Para-No. 42)</p> <p>It is understood that the NIT terms accepted by Bidder.</p>
4.				<p>Please clarify the (interim and final) acceptance of the services mechanism and timing.</p>	<p>Please ref SoW clause No. 4.2.3</p>

5.	10	6	Payment	<p>Please clarify the payments schedule as it is unclear, about when the invoices are to be raised. Further, it may be noted that as the project has 5 key personnel to be deployed at Bangalore and Hyderabad. Hence, we request BEML to kindly have monthly payments for resources deployed.</p>	<p>Payment: (NIT – Page No. 10, Para No. 6). Payments terms and conditions: As per below.</p> <table><tr><th>Sl No.</th><th>Description</th><th>% Amount to be paid per car</th></tr><tr><td>1</td><td>100% in 60 days /45 days (MSE firms) after completion of Under frame fabrication</td><td>5</td></tr><tr><td>2</td><td>100% in 60 days /45 days (MSE firms) after completion of full Carbody Shell structure</td><td>15</td></tr><tr><td>3</td><td>100% in 60 days /45 days (MSE firms) after completion of full Bogie Frame for each car</td><td>10</td></tr><tr><td></td><td>Total</td><td>30</td></tr><tr><td>1</td><td>100% in 60 days /45 days (MSE firms) after completion of Full carbody Furnishing & Trucking of Bogie</td><td>20</td></tr><tr><td>2</td><td>100% in 60 days /45 days (MSE firms) after completion of Factory Testing of completed cars</td><td>20</td></tr><tr><td>3</td><td>100% in 60 days /45 days (MSE firms) after completion of after completion of Bogie Assembly & Testing’s and ready to dispatch.</td><td>10</td></tr><tr><td></td><td>Total</td><td>50</td></tr></table> <table><tr><th colspan="2">Testing & Commissioning Activity</th><th></th></tr><tr><td>100% in 60 days /45 days (MSE firms) after completion of complete testing & commissioning of 1st rake</td><td></td><td>10</td></tr><tr><td>100% in 60 days /45 days (MSE firms) after completion of complete testing & commissioning of 2nd rake</td><td></td><td>10</td></tr><tr><td>Total</td><td></td><td>100</td></tr></table>	Sl No.	Description	% Amount to be paid per car	1	100% in 60 days /45 days (MSE firms) after completion of Under frame fabrication	5	2	100% in 60 days /45 days (MSE firms) after completion of full Carbody Shell structure	15	3	100% in 60 days /45 days (MSE firms) after completion of full Bogie Frame for each car	10		Total	30	1	100% in 60 days /45 days (MSE firms) after completion of Full carbody Furnishing & Trucking of Bogie	20	2	100% in 60 days /45 days (MSE firms) after completion of Factory Testing of completed cars	20	3	100% in 60 days /45 days (MSE firms) after completion of after completion of Bogie Assembly & Testing’s and ready to dispatch.	10		Total	50	Testing & Commissioning Activity			100% in 60 days /45 days (MSE firms) after completion of complete testing & commissioning of 1st rake		10	100% in 60 days /45 days (MSE firms) after completion of complete testing & commissioning of 2 nd rake		10	Total		100
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6.	13		<p>3. LIQUIDATED DAMAGES CLAUSE: <i>If the contractor fails to deliver the stores or any consignment thereof with in the period prescribed for such delivery, BEML shall be entitled at their option to accept the delayed supply and to recover from the supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores per week subject to a maximum of 10% of the value of the purchase</i></p>	<p>Art. 13 GTC is referring to failure to “deliver the stores or any consignment” which is not the case as per the scope of work (services only). Therefore, please confirm that Art. 13 is not applicable.</p>	<p>3. LIQUIDATED DAMAGES CLAUSE: NIT Page No. 13: Please refer Addendum-1 published on 15.07.2025</p>
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			<p><i>order which the supplier has failed to deliver as aforesaid for each week or part thereof during which the delivery of such stores may be in arrears.</i></p>		

7.	12	11 a	<i>The Performance bank guarantee shall be valid up to Warranty period plus 6 months claim period.</i>	<p>Please amend Art. 11 a as follows: <i>"The Performance bank guarantee shall be valid for the duration of this contract plus 1 month claim period."</i></p> <p>The initial wording might be fitted in case the object of the contract is the supply of materials, but it is not suitable for the provision of services contracts.</p>	<p><i>The Performance bank guarantee shall be valid up to Warranty period plus 6 months claim period. OF NIT Page No. 12, Para 11a:</i></p> <p>Bidders' comments Not acceptable. PBG as per NIT hold's good for both GOODS & SERVICES.</p>
8.	7-24		GTC	<p>Please clarify the duration of the contract and include a provision in this respect in the GTC.</p>	<p>GTC: NIT Page No. 7-24</p> <p>Please ref SoW clause No. 4.2.3</p>
9.	13	12	<p>12. RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE:</p> <p><i>a) Purchaser shall be entitled to increase the order quantity by 50 percent anytime during the currency of the contract, such that the contractor has reasonable time/notice for executing such increase.</i></p> <p><i>b) 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.</i></p>	<p>Please confirm that the variations regulated under Art. 12 GTC are subject to prior consent of both contractual parties.</p>	<p>12. RIGHT TO VARY QUANTITIES & QUANTITY OPTION CLAUSE OF NIT Page No. 13, Para 12:</p> <p>a) Any variation, with prior information in writing. The Purchaser/Client reserves the right to increase or decrease the quantity of services by up to $\pm 50\%$ (or as otherwise specified), without any change in the unit rates or other terms and conditions of the contract.</p> <p>b) The Service Provider shall be bound to accept such variations, and no claim for compensation or revision in rates shall be entertained due to such increase or decrease within the specified limits. Any variation beyond the stated limit shall be subject to mutual agreement between both parties.</p>

SI No.	Ref.	Description	Request for consideration	Response to Prebid Query (BEML Reply)
10	BEML SRM E-Tender No: 6300039734, Dt: 03.07.2025	Extension of tender submission deadline.	It is requested that the bid submission deadline may be extended by a minimum of 30 days from the current closing date. This extension will allow us to make potential collaboration with international partners who possess the required expertise & credentials in the high-speed rail domain.	<i>Will be taken -up to management for extension. Accordingly, extension may/will be done</i>
11	BEML SRM E-Tender No: 6300039734, Dt: 03.07.2025 and SOW (FPIIC/TD/049), Cl. 4.3.2 & 4.3.3 (4 th bullet point)	Shall have experience in the role of design / manufacturing / inspection / testing & commissioning /operation for at least one (01) high speed rail project of 250 kmph and above. CV / experience details of personnel shall be submitted as documentary evidence in the tender submission stage.	Relaxation in eligibility criteria for local experts (Rolling stock experts – Mechanical & Electrical) related to speed experience: Given that high speed rail projects with design / operating speeds of 250 kmph & above have not yet been executed in India, it is requested that experience of local experts (Mechanical & electrical both) in the role of design / manufacturing/ inspection/ testing & commissioning / operations for existing rolling stock with operating speeds in India be considered acceptable.	BEML SRM E-Tender No:6300039734, Dt: 03.07.2025 and SOW (FPIIC/TD/049), Cl. 4.3.2 & 4.3.3 (4 th bullet point) Clause 4.2 & 4.2.2 of SoW (FPIIC/TD/049 dtd: 17.07.2025 Rev-01) shall remain unaltered & has to be complied. Please read Local Experts as Experts in SoW (FPIIC/TD/049 dtd:17.07.2025Rev-01) and same is amended accordingly. SoW Rev-01 dtd:17.07.2025 attached