

## **Annexure to Request for Quotation ref: PR01/PM2/ 6000004550 dt 19.06.19**

### **GENERAL TERMS AND CONDITIONS OF TENDER**

1. Please ensure that offers are submitted in sealed covers duly super scribing correct reference and Closing date. **Offers received through e-mail or fax will not be considered.**
2. Offers received after the closing time and date will not be considered.
3. The quotation should be kept valid for a minimum period of sixty days from the date of closing the tender.
4. The price quoted should be both in figures and words. In case of variation, price written in words will be ultimately considered for commercial evaluation.
5. Prices should be on FOR BEML PALAKKAD basis and firm till completion of supplies against the purchase order. Under any circumstances, no increase in price during the currency of the contract is admissible unless other-wise agreed specifically in the contract.
6. Please mention clearly the levies which are applicable extra.
7. If any packing charges are applicable extra, the exact amount should be indicated in the offer.
8. We reserve 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. BEML also reserves the right to increase the order quantity at the same rates and terms and conditions during the pendency of the contract.
9. The suppliers will be responsible for the material to reach destination intact & the transit insurance should be arranged by them only. Delivery indicated in the tender enquiry is to be adhered to. Delay in delivery will result in levy of LD at the rate of 0.5% per week subject to maximum of 5% purchases value. The extent of LD applicable is only for the undelivered items.
10. The inspection charges will be to the account of the vendors.
11. PAYMENT: Please note that our terms of payment are 100% payment within 30 days for MSME & for others within 60 days from the date of receipt of material at BEML Stores subject to inspection and acceptance of materials.
12. In case of non-performance in this PO, BEML will have to take procurement action at you risks and cost apart from levy of liquidated damages.

13. The items should be warranted against defects in material, workmanship, dimensions etc., for a period of 12 months from the date they are put to actual use. Defective items should be replaced free, of cost at our works.

**14. FALL CLAUSE:**

i) The prices charged for the materials supplied under this PO by the tender shall in no event exceed the lowest price by which vendor sells the materials of identical description to any other buyer inclusive BEML office / division during the pendency of this PO.

ii) If at any time, during the said period, the vendor reduces the sale price of such materials or sells such materials to any other buyer including BEML office / division at a price lower than the price chargeable under this PO, the vendor shall forthwith notify such reduction or sale to the authority which has placed the PO and the price payable under this PO for the materials supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.

**15. INTEGRITY PACT:**

Vendor has to execute an integrity pact with BEML as per the format attached in the collaboration bid invitation folder. The integrity pact, executed on plain paper, has to be submitted to BEML Palakkad while submitting the bid. The Integrity Pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendor/bidders who have entered into such an Integrity Pact with the buyer (BEML) would be competent to participate in bidding with BEML wherever the value of the contract is Rs.1 Crore and above. This pact is a preliminary qualification of entering into any contract with BEML for value Rs.1 Crore and above. The Central Vigilance Commission (CVC) has appointed Shri. Arun Prakash Sharma as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact. Address of IEM is as follows:

Shri Arun Prakash Sharma  
B-1343, Palam Vihar,  
Gurgaon, Haryana – 122 017.  
India.  
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