

## IMPORTANT TERMS AND CONDITIONS OF TENDER

1. Please ensure that offers are submitted against individual enquiries in separate covers duly super scribing correct reference and Closing date :- applicable for manual tender.
2. Offers received after the closing time and date will not be considered.
3. The quotation shall be kept valid for a minimum period of sixty days from the date of closing the tender.
4. Please return the drawings along with the quotation as otherwise the quotation is liable to be ignored.
5. The price quoted shall be both in figures and words. In case of variation, price written in words will be ultimately considered for commercial evaluation.
6. Prices shall be on FOR BEML 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.
  - A) Please indicate the exact Taxes and duties etc and other levies applicable extra/included in the price. Claim for Excise duty shall be supported by original and clear Excise duty gate pass.
  - B) In case of GST, all relevant registration and documentation through online to be complied with.
7. If any packing charges are applicable extra, the exact amount shall be indicated in the offer.
8. 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. 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 shall 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% purchase 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 term of payment is 100% payment on 30th day for MSEs & for others on 60th day from the date of receipt of material at BEML Stores subject to inspection and acceptance of materials. Bidders not agreeing with above terms, the quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.

## 12. SECRECY

- (i) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the Authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
- (ii) 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.
- (iii) 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 you risks and cost apart from levy of liquidated damages.

## 13. WARRANTY

The items shall be warranted against defects in material, workmanship, dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of delivery whichever is earlier. Defective items shall be replaced free of cost at our works.

14. Samples shall be got approved before effecting bulk supplies wherever applicable.
15. **FOR FORGINGS ONLY**
16. The forgings shall be free from cracks, seams and laps, flash and scale to be removed by vendor before despatch.
  - (i) The forgings shall be supplied in shot blasted, normalised condition to the hardness and one coat of red oxide zinc chromate primer.
  - (ii) The supplier shall forward the material test certificate with details as given below with each delivery challan.
  - (iii) Raw material size (b) Quantity forged (c) Heat number (d) Chemical composition (e) Grain size (f) inclusion rate (g) Heat treatment (h) Results of heat treatment i.e. Hardness, microstructure etc., (i) Internal soundness.

## 17. FOR CASTINGS ONLY

The castings shall be free from internal flaw such as blow holes, sand intrusions, chilling effect hard spots, hot tears etc. the castings shall be coated with one coat of red oxide zinc chromate primer. A test certificate indicating the physical and chemical properties in comparison with specification in the Purchase Order to be included.

## 18. TEST BAR

One test piece for tensile test of size 30mm x 250 long, representing each heat of the forgings/castings shall be sent along with each supply free of cost to evaluate mechanical properties.

### Bid Security Declaration format

#### BID SECURITY DECLARATION (in the bidder's letter head):

I/We..... of M/s..... hereby declare as below on this date..... regarding bid security against bid No..... of BEML Limited.

In place of a Bid security, I/We are accepting that if I/We withdraw or modify the Bids during the period of validity, or if awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of three years for bidding the future tenders invited by BEML Limited and inform the same to other PSU's in this regard and also to publish in the BEML website.

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(Signature of Bidder/Authorised signatory with Date and Seal)

19. Supplier shall emboss their vendor code numbers on the forgings/castings in a place to identify the sources of supply.
20. APPLICABILITY OF ENTRY TAX (Purchase Department to score off whichever is not applicable)
  - (i) It is not payable for the item(s) ordered, either by BEML or by the supplier,
  - (ii) It is payable and the same will be paid by BEML directly to the entry tax authorities.
  - (iii) It is payable and where the local dealer pays the entry tax and includes the amount in the bills, the vendor shall separately indicate in the invoice the entry tax amount paid (or) certify to the effect that an amount of Rs..... representing entry tax is included in the bill. Also the vendor shall give a declaration in Form 30 of the Entry Tax Act.
  - (iv) On implementation of GST w.e.f 01-07-2015 the entry tax will be subsumed and not payable
21. SI.No..... are not applicable against this tender.
22. PRICE 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.
  - iii) The vendor shall furnish to the consignee / paying Authority concerned of this PO the following certificate along with the invoice for the supplies effected under this PO.  
  
I / we certify that the materials of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me/us to any other vendor inclusive BEML office / division from the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO.
  - iv) Failure in submission of this aforesaid certificate by the vendor will result in withholding of the payment of their bills against supply, if any.