

Request for Quotation
For
Supply of
" ARGON OXYGEN MIXTURE (AOM GAS)"
To

BEML Limited, Palakkad Complex

Event Service Provider:



Vendor's Time and Expenses: To be borne by the vendor

No representation would be entertained on any errors if found in the RFQ. However vendors to bring such errors / omissions to the notice of BEML for necessary corrective action

Confidential Document: for limited circulation among the participants of eNegotiation event, for Annual requirement finalization for BEML to be conducted on "BEML SRM" Platform

Contact Information:

| | |
|--|--|
| A. Buyer (BEML LIMITED) | |
| Name & Designation | Mr.Nandha Gopal P DGM – Materials Mr. Ramkumar A Manager - Materials |
| Address | BEML Limited Palakkad Complex Kinfra Park, Menonpara Road Kanjikode Palakkad 678 621 |
| Email ID | pm@bempl.co.in |
| Telephone | +91.491.2565123 |
| Fax | +91.491.2567488 |
| B. Documentation & Training - Helpline (BEML SRM) | |
| Name & Designation | Mr. Krishna Mohan Event Coordinator |
| Address | BEML Limited "BEML SOUDHA" Room No:106, BEML SRM Implementation Cell, 23/1, 4 TH Main S R Nagar Bangalore– 560 027 Karnataka |
| Email ID | admin.srm@bempl.co.in |
| Telephone | +91.80.22963269 |
| Fax | +91.80.22963283 |

Note: Please contact BEML SRM (as per the contact details shown under B) for any questions / clarification that you may need in connection with this Request for Quotation (RFQ) and not the "Buyer" directly.

General Terms & Conditions:

| | |
|--|---|
| Standard Terms & Conditions | "Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder. |
| Offer Validity: | Bids submitted during e-Negotiation shall be valid for the period of 100 days from the date of bidding . |
| Development Charges | No development charges shall be payable for the development of Tool & Die related to the product. |
| Validity of Rates | <ul style="list-style-type: none"> ▪ Bided Price to remain firm till completion of supplies against the Purchase Order. ▪ No price variation will be entertained post eProcurement event. ▪ Any increase in statutory levies during the course of the contract or in the event of delayed delivery beyond PO schedule will be to Vendor's account. ▪ The benefits of any decrease in statutory levies during the course of the contract and also in the event of delayed delivery beyond P.O. schedule to be passed on to BEML. |
| Payment Terms | <ul style="list-style-type: none"> ▪ Payment will be made on 60th day from the date of receipt of the goods at BEML stores for accepted quantity against original Invoice and inspection documents. ▪ Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice. <p>Offers not agreeing with the above payment terms may be liable for rejection</p> |
| Supply Pattern | Material to be supplied as detailed in section " Delivery Schedule " |
| Labeling / Marking | <p>The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:</p> <ul style="list-style-type: none"> ▪ Name of the manufacturer ▪ BEML Part Number ▪ Name & Class of Material ▪ Batch No. ▪ And any other additional information as specified in the Purchase Order |
| DGS & D Rate Contract | If the item is covered on DGS & D Rate Contract, it should be confirmed that the prices are the same as applicable to DGS & D Rate Contract reference should also be indicated, besides giving a copy of the Rate Contract. |
| Breach of commitment: | If a bidding firm backs out after bidding in Online Tender, then a penalty will be levied by means of risk purchase, based on discretion of BEML. |
| Currency | For the purpose of Bidding and release of payment, the currency will be Indian Rupees (INR) . |
| Liquidated Damages (LD) | The time and date of delivery of the stores stipulated in the purchase order shall be deemed to be essence of the contract and delivery must be completed not later than the dates specified therein. Should the contractor fail to deliver the stores or any consignment there of within the period prescribed for such delivery, BEML will entitled at their option to recover from the contractor as agreed damages, and not by way of penalty, a sum of 1/2 % of the price of any stores which the contractors failed to deliver as aforesaid, for each week or part of a week during which the delivery of such stores may be in arrears. The maximum liability of contractor under this clause will be limited to 5% of the contract value. |
| Non performance clause: | In case of non performance of the order " Risk Purchase Clause " will be initiated. BEML will have an option to take alternate procurement action at your risk & cost apart from recovery of LD. |
| Delivery | The Consignment would be delivered at BEML, designated location as detailed in the " Exhibit-A " on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition. |
| Packing Clause: | <ul style="list-style-type: none"> • Goods are to be packed in conformity with standards prescribed by IRCA. |

| | |
|--|---|
| | <ul style="list-style-type: none"> The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments. |
| Dispatch Instructions: | Since terms of dispatch is - "FOR BEML Palakkad Complex", you should arrange dispatch to BEML stores on Freight paid basis. |
| Short Supply: | In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML. |
| Transit Insurance: | Transit Insurance to be arranged & cost to be borne by the supplier |
| Documents | <p>Consignment will be accompanied by:</p> <ol style="list-style-type: none"> Delivery Challan and Commercial Invoice ED Gate pass (Wherever applicable) Consignment Note giving particulars such as: <ul style="list-style-type: none"> Purchase Order Number The Name and Specification of the product The name and business address of the Manufacturer / Supplier Quantity Test / Guarantee Certificate (if applicable) in standard Form Inspection certificate from Inspection agencies (If Applicable) |
| Material Acceptance / Rejection Procedure | <p>Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.</p> <p>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</p> |
| Warranty | <ol style="list-style-type: none"> The items should be warranted against defects in materials , workmanship, dimensions etc. for a period of 12 months from the date items are put to actual use and defective items for any one of the aforesaid reasons should be replaced free of cost at our works . Should your offer be technically acceptable and competitive with regard to price and delivery period, we restore the right to avail your offer for all of the items tendered and for full/part quantity. The items are for original equipment. As such, please note that your quotation should be for original equipment applicable. The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly. Samples should be got approved before effecting bulk supplies. |
| Secrecy | <ol style="list-style-type: none"> All information , know how , technical data, specification & drawing models of specimens furnished by BEML purpose for in connection with the manufacture and supply of the stores hereby ordered constitute the property of BEML, and supplier shall not include the same to any one else except under the authority and for the purpose of BEML. All such documents, data, drawings models and specimens shall be the property of BEML and returned to it when done with or when demanded by BEML. The supplier shall not supply the stores hereby offered by BEML to any one else other than BEML and shall not disclose any initiations, development of adaptation thereof to any one with the written consent of BEML BEML shall be entitled to prevent a breach of the above to damage in case of breach. |
| Rejected Material Return | If any material is rejected during initial inspection or during further processing, the rejected material will be returned by ROAD ON FREIGHT TO PAY BASIS. The consignment will not be insured. The dispatch documents of such returned materials will be negotiated through Bank for the amount already paid towards the rejected materials including freight, sales tax, excise duty, etc. Supplier should honor the documents within 7 days from on presentation of the bankers. All bank charges to supplier account only. If the dispatch document is not honored by supplier for any reason the consequential damage / demurrages will be to supplier's account. BEML reserves right to recover the amount paid for the rejected materials from any of supplier's pending bills or supplies made by supplier. |
| Loading against faulty supply: | Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement. |
| Risk Purchase clause: | Should the contractor fail to deliver the stores or any consignment there of within the period prescribed for such delivery , BEML will be entitled at their option to purchase elsewhere , without notice to the |

| | |
|---|--|
| | contractor on the account and at the risk of the contractor the stores not delivered or others of a similar description (where other exactly complying with the particulars are not in the option of BEML which shall be final, readily procurable) without canceling the contract in respect of consignment not yet due for delivery. |
| Specification Changes: | No change shall be made to any part of the specification by the Supplier. All the purchases are governed by the Specification(s) mentioned, unless superseded by a Revision duly authorized by the competent authority of buyer. |
| Confidentiality/ Secrecy | <ol style="list-style-type: none"> 1. 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. 2. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with along with post bid confirmation. 3. The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any, development or adaptations thereof to anyone else except with the written consent of BEML 4. BEML shall be entitled to prevent a breach of the above and to damages incase of breach. In any such event the contract will also automatically stands cancelled. |
| Assignment or Subletting of Contract | Bidders shall not, at any time during the contractual period, assign or sub-let the contract or any part thereof to any person or allow any such person to become in any way interested therein in any manner whatsoever without the prior permission in writing from BEML. Any contravention of this condition shall entitle BEML to rescind the contract and shall also render the bidders liable for payment to BEML in respect of any loss or damage arising out of or ensuing from such sub-letting or rescinding of contract. |
| Right of Buyer | <ul style="list-style-type: none"> ▪ BEML reserves the right to partially or totally accept or reject any/all bids placed in the eNegotiation event without assigning any reason whatsoever. ▪ BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders. |
| Termination | In the event of any breach by the bidders of any condition herein or in the General Terms and Conditions of Purchase of BEML or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice. |
| Jurisdiction | No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction located in Bangalore, Karnataka |
| ARBITRATION: | In the event of any question or dispute arising under these conditions or any special conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the award of an Arbitrator to be nominated by BEML and any Arbitrator to be nominated by the contractor or in the case of such Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding on the reference and a decision of the Arbitrators or in the event of their not agreeing of the Umpire appointed by them shall be final and conclusive and the provisions of the Indian Arbitration Act 1940 and of the rules there under and any statutory modification thereof shall be deemed to apply and to be incorporated in this contract, upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the direction of the arbitrators or in the event of their not agreeing of the Umpire appointed by them. |
| PURCHASE ORDER CANCELLATION CLAUSE | In the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in change of Production Program of stoppage of production may necessitate cancellation of further deliveries by giving Three Months notice in advance to the supplier. BEML can terminate the Purchase Order without prejudice to the right of parties, accrued to the date of termination |

Product Specific Information:

| | |
|--|---|
| BID INVITATION No.: | 6300032516 / 08.05.2020 |
| Product Specification: | " ARGON OXYGEN MIXTURE (AOM GAS)" as per "Exhibit-A" |
| Standards Applicable: | "As per Exhibit – A" |
| Delivery Schedule: | Please refer to "Exhibit – A" |
| Volume of Business | <ul style="list-style-type: none"> ▪ Total volume of business projected in "Exhibit-A" is a firm requirement. ▪ However volumes mentioned may vary substantially on either side depending on business needs. |
| Price Basis for e-bidding Event: | Bidder has to forward their quote in detail like Basic Price, GST and Freight separately. |
| Business Share & Preference | <ul style="list-style-type: none"> ▪ Buyer reserves the right on quantum of business on such sources. ▪ Preference may be given to bidders bidding for the entire lot and are at the same time remain most competitive, technically suitable, meeting delivery requirements as per Exhibit A and proven sources. ▪ BEML reserves the right to distribute the order on division of patronage in the ratio 60:40 on L1:L2 vendors respectively. |
| Drawing / Specification: | As per "Exhibit – A". |
| Supply Pattern: | Material to be supplied as detailed in section "Delivery Schedule" |
| Inspection Authority & Charges: | Material Test Certificate must be sent along with the materials |
| Lot Strategy for Bidding (Bid Basis): | Bidders to bid per number of Item on Landed Cost to BEML Palakkad Complex basis as detailed in section |

Exhibit - A

| Tentative requirement of “ AOM Gas” Division: BEML LIMITED,PALAKKAD COMPLEX, KANJIKODE | | | |
|--|--|-----|----------|
| Requirement Specification | | | |
| Item Code | Item Name | UOM | Quantity |
| 2401150702 | ARGON OXYGEN MIXTURE (AOM GAS) 98% ARGON + 2% OXYGEN GAS IN RETURNABLE CYLINDERS OF 6.5 CUM TO 7.1 CUM CAPACITY SUITABLE FOR MIG WELDING (AOM). | M3 | 5000 |
| DELIVERY SCHEDULE | | | |

Special Notes:

1. The gases should be supplied as and when required in your normal capacity returnable cylinders within one day from the date of intimation by BEML.
2. Loading and Unloading of cylinders to be done by your persons at free of cost.
3. Cylinder number & Tare Weight must be mentioned in each cylinder and the same should be highlighted in the Delivery Challan / Invoice, also separate color coding to be maintained for BEML easy identification.
4. Vehicle will be allowed inside the BEML Campus between 8am - 3pm only. Vendor should be taken care of the same at the time of arranging vehicle.
5. Your supply quantity should not be less than the BEML ordered quantity. Minimum holding cylinders by BEML will be 50 Nos.
6. BEML has the right to increase or decrease the order quantity based on requirement.
7. In case of non-performance, BEML will have the option for purchase of this gas from other sources at your risk & cost including liquidated damages.
8. The unit rate / m3 is firm till completion of the full order quantity.
9. No rental charges are applicable for the cylinders.
10. Please do not forward your quote through fax / email. In case offer is received through fax / email, the same will not be considered. The offer should submit only through e-procurement in BEML Website.
11. L01 firm will be finalized based on the competitive price and the unit rate is firm till completion of the full order quantity against the purchase order.
12. The supply should accompany Test Certificate for the batch indicating individual element 'PPM' level and overall purity level.
13. BEML is not obligated to contract for any of the products / services described in the RFQ. BEML reserves the rights to:
 - i. Accept or reject any or all proposals
 - ii. Waive any anomalies in proposals through an addendum
 - iii. Modify or cancel the RFQ

- a) The RFQ is not an offer or a contract
- b) Proposals become BEML's property
- c) Bidders will not be compensated or reimbursed for costs incurred in preparing proposals.

- 14. BEML standard terms & conditions:-
 - (I) Delivery Terms: FOR BEML Palakkad complex.
 - (II) Payment Terms:
 - 100% after receipt & acceptance of materials within 60 days
 - 100% after receipt & acceptance of materials within 45 days on submission of MSME certificate along with offer.
- 15. Delivery Schedule: Starting from April'2020 to March'2021 (Tentatively) as & when required.
- 16. Vendor has to forward their quote in detail like Basic Price, GST, Scope of supply etc (as applicable)., Should be clearly specified in your offer. Deviation if any in the terms & conditions must be specified in the offer, if fails it is considered as acceptable to our standard terms and conditions.
- 17. BEML reserves the right to distribute the order on division of patronage in the ratio 60:40 on L1:L2 vendors respectively.

Exhibit - B

BEML Designated Location

| UNIT | Location Code | Address | Telephone. |
|--------------------------------|---------------|--|--------------|
| Defence & Rail Production Unit | Palakkad | BEML LTD Palakkad Complex Menonpara Road, Kinfra Park Kanjikode Palakkad- 678 621 | 0491-2565123 |

Exhibit-C

Training Confirmation

(By email to admin.srm@beml.co.in or
Fax to +91.80.22963283 printed on Supplier's Letterhead)

Date:

To

The Deputy General Manager - Materials
BEML Limited
Palakkad Complex
Kanjikode
Palakkad – 678621

Kind Attention: Mr. Nandha Gopal

Dear Sir,

Subject: Training confirmation

This is to confirm that BEML SRM Implementation Cell has trained us on BEML OPS e-Procurement platform.

We have attended '**DEMO**' tender event and are comfortable with bidding process.

We also understand that BEML shall not be responsible for infrastructure (power/internet) failure at our end and during training we are advised by BEML SRM Implementation Cell to keep back-up option ready i.e. UPS/ bidding from Cyber Café etc.

We have also read and signed **Exhibit-D** and understood General Terms & Conditions for participation in e-Negotiation event.

For

<Company Stamp with full Postal Address>

Authorized Signatory

Name :
Designation :
Contact Details :
Telephone # :
Mobile # :
Email ID :

BEMLSRM - General Terms & Conditions

The General terms and conditions provided below govern the conduct of e-Negotiation event conducted on BEML-SRM platform.

Written Acceptance of the RFI/RFQ Terms & Conditions and General Terms & conditions given below is a pre-requisite for securing participation in the e-Negotiation event:

Participant Confirmation:

- **Participants to e-Negotiation event hereby confirm that they shall commit to supply the product / service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BEML LIMITED. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BEML LIMITED.**
- In the event of winning an allotment in the bidding event, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidder shall bid in line with the pre-accepted RFQ terms. The Bidder shall not stipulate any conditions on his/her own unless the terms of the BEML LIMITED expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and BEML retains the right of rejecting these bids.

Liability of BEML LIMITED

While, reasonable care and diligence is taken by BEML LIMITED in discharge of its responsibilities such as design of the e-Negotiation event, communication of RFQ rules, guidance to bidders in event participation, etc. all bidders shall specifically indemnify BEML LIMITED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are performed in BEML SRM platform by BEML LIMITED to assist the participants, but the ultimate responsibility on all these counts lies totally with the participants.

Jurisdiction:

Any disputes relating to the e-Negotiation module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

Accepted the above terms & conditions

(Signature)
Name & Designation of Signatory

For and on behalf of the company
(Company Seal)