### 

### Request for Quotation

#### (Part-A)

#### General Terms & Conditions

#### To

## BEML Limited

**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 e-tender event, for Annual requirement finalization for BEML to be conducted on “BEML SRM” Platform**

# Contact Information:

|  |  |
| --- | --- |
| A. Buyer (BEML LIMITED) | |
| Name & Designation | Mr. Jayakumar R  AGM(Subcontract) |
| Address | BEML Limited  Bangalore Complex  New Thippasandra Post  Bangalore 560 075 |
| Email ID | rms.srm@beml.co.in |
| Telephone | +91.80.25022652  +91.80.25245872  +91.80.25022727 |
| Fax | +91.80.25245545  +91.80.25243137 |
| **B. Documentation & Training -Helpline (BEML SRM)** | |
| Name & Designation | Mr.Patil R.G.  Event Coordinator |
| Address | BEML Limited  “BEML SOUDHA”  Room No:106,  BEML SRM Implementation Cell,  23/1, 4THMain  S R Nagar  Bangalore – 560 027  Karnataka |
| Email ID | [admin.srm@beml.co.in](mailto:admin.srm@beml.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.**

# Activity Schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Activity** | **Activity particulars** | **Due Date** |
| **1** | **RFQ Release** | RFQ release to all the short-listed vendors by e-mail. |  |
| **2** | **RFQ Receipt Confirmation** | Bidders to confirm receipt of Request for Quotation (RFQ) to BEML SRM by a line of mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) |  |
| **3** | **Training Invitation** | Subject to your RFQ Receipt Confirmation, you will receive an Invitation for **“Training”.** |  |
| **4** | **Service Provider’s General**  **Terms & Conditions** | Exhibit D forms part of the RFQ and to be submitted to BEML along with documentation as in Point 5 |  |
| **5** | **Training Confirmation** | On completion of **“Training”** and once you are comfortable to operate on BEML SRM, email to admin.srm@beml.co.in or Fax Training Confirmation as in Exhibit C  (Fax Nos. +91.80.22963283) |  |

# 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-tender shall be valid for the period of **90 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** | * Bidded Price to remain firm till completion of supplies against the Purchase Order. * No price variation will be entertained post procurement event. |
| **Payment Terms** | * 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. Payment for installation shall be 100% on 60th day from date of installation certification be BEML. * Bidders shall submit their invoice to BEML’s designated location with Stores Acknowledgement for the goods detailed in the invoice.   **Offers not agreeing with the above payment terms may be liable for rejection** |
| **Supply Pattern** | Material to be supplied as detailed in section “**Delivery Schedule”** |
| **Labeling / Marking** | The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail:   * Vendor code |
| **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 thereof 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. |
| **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. |
| **Packing Clause:** | * Goods are to be packed in conformity with standards prescribed by IRCA. * The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments. |
| **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** | **Consignment will be accompanied by:**  a. Delivery Challan and Commercial Invoice  b. ED Gate pass (Wherever applicable)  c. Consignment Note giving particulars such as:   * Purchase Order Number * The Name and Specification of the product * The name and business address of the Manufacturer / Supplier * Quantity   d. Test / Guarantee Certificate (if applicable) in standard Form  e. Inspection certificate from Inspection agencies (If Applicable) |
| **Material Acceptance / Rejection Procedure** | Inspection carried out at BEML’s designated location on receipt of the material is final and binding for the bidders.  **Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.** |
| Warranty | 1. 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. 2. The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly. 3. Samples should be got approved before effecting bulk supplies. |
| Secrecy | 1. 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. 2. 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 3. 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 double 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 thereof 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** | 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** | * BEML reserves the right to partially or totally accept or reject any/all bids placed in the e-tender 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 contact (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. |
| **FORCE MAJEURE CLAUSE** | a) Notwithstanding anything contained in the Contract, neither the Supplier nor the BEML 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 BEML 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 BEML has no control.  b) 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 BEML for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries.  c) Notwithstanding above provisions, BEML 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. |
| **Past Supply Performance Report:** | **Along with Pre-Bid Confirmation - Suppliers are required to submit their order copy and performance report w. r. t. quality & delivery for the last three years for supply of the item, so as to establish, proof as a regular supplier of the item.** |
| **Lot Strategy for Bidding (Bid Basis)** | **Bidders to bid per SET of Items on Landed Cost to BEML,Bangalore Complex basis as detailed in section “Price Basis for e-tender Event”.** |
| **Payment Terms** | * **Payment will be made on 60th day from the date of receipt of the goods at BEML,Bangalore Complex, stores for accepted quantity against original Invoice and inspection documents and for installation on 60th day from the date of certification for completion by BEML user department.** * Bidders shall submit their invoice to BEML’s designated location with Stores Acknowledgement for the goods detailed in the invoice. * Offers not agreeing with the above payment terms may be liable for rejection |
| **Conformance to OSHAS requirement** | **Appropriate Personal protective equipment applicable to the work situation, for installation personnel, shall be ensured by the vendor.** |

##### Exhibit - I

##### 

##### BEML Designated Location

|  |  |  |  |
| --- | --- | --- | --- |
| **UNIT** | **Location Code** | **Address** | **Telephone.** |
| Bangalore Complex | BC | AGM  Subcontract Stores  BEML Limited  Bangalore Complex  New Thippasandra  Bangalore – 560 075 | 080-25022652 |

# Exhibit-II

##### 

##### Training Confirmation

(By email to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in)or

Fax to +91.80.22963283 printed on Supplier’s Letterhead)

Date:

To

The Dy. General Manager - Materials

BEML Limited

Bangalore Complex

New Thippasandra Post, Bangalore - 560075

**Kind Attention:** Mr. Ganesh D.S

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**’ bidding 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-tenderevent.

For <Company Stamp with full Postal Address>

Authorized Signatory

Name :

Designation :

Contact Details :

Telephone # :

Mobile # :

Email ID :

# Exhibit-III

##### BEMLSRM - General Terms & Conditions

The General terms and conditions provided below govern the conduct of e-tender 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-tender event:

**Participant Confirmation:**

* Participants to e-tender 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 tender 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-tender 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-tender module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

Accepted the above terms & conditions

**(Signature) For and on behalf of the company**

**Name & Designation of Signatory (Company Seal)**