

## NIT - Terms & Conditions

1. The quoted rate should be valid for the shipment indicated by you. Revision of rates upwards will not be allowed, and prices should be firm till completion of the order and valid through the shipment.
2. Validity of quotation: Your quote must be valid for minimum 180 days from the closing date.
3. Please be specific and firm on your delivery commitment and adhere strictly to the same once committed in the offer. "Schedules in the PO will be staggered to meet BEML's requirement."  
Delivery schedule: 01 (ONE) Kit sample for the acceptance of quality within 30 days from date of order and after acceptance further quantity will be scheduled on mutually agreed basis based on requirement.
4. Development cost if any shall be quoted separately and should not be amortised in unit rate.  
L1 evaluation will be done based on cash outflow for the tendered quantity.
5. Desirable Payment term: Terms of payment is 100% payment on 45th day for MSEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance of materials.
6. Desirable Delivery term: DAP (Delivery at place) – BEML EM Division, KGF.
7. BEML reserves right to accept in full / partial quantities or increase the tendered quantities or reject the offer without assigning any reason whatsoever.
8. The supplier should agree to supply whatever quantities. Offered by BEML. BEML reserves right for pre / short closure along with reduction / deletion / rescheduling / cancellation / deferment of deliveries.
9. Liquidity Damage Clause: The date given for delivery shall be complied with. The supplier should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @ 0.5% per week or part of a week subject to maximum of 5% of the Purchase Order value.
10. Warranty: All the stores supplied shall be warranted against any defect in material, Workmanship, design or dimension etc., for a period of twelve calendar months from the date they are actually put to use or eighteen months from the date of receipt of supply in BEML Limited whichever is earlier and the supplier shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so by BEML who shall state in writing in what respect the stores are defective. A single Warranty Certificate shall be furnished by the Supplier in triplicate as under covering the entire supplies to be made against this order within 15 days from the date of order, but before commencement of supplies.  
The supplies to be Warranted against all defects in material, workmanship, design dimensions etc., for a period of 12 months from the date they are put to actual use or 18 months from the date of receipt of supply in BEML whichever is earlier and if any defects are found within the above period for any of the reasons stated, they will be replaced at premises free of cost within a reasonable time.

11. Risk Purchase Clause: The supplier shall complete the delivery of the required materials as per the delivery schedule or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.

12. Termination Clause: In the event of any breach by the bidder 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 bidder or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

13. Arbitration Clause: In the event of any question or disputes arising or any other terms and condition 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 any Award of a Sole Arbitrator to be appointed by BEML and the Arbitration proceedings shall be held at Bangalore and shall be governed by the provisions of Arbitration and conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement.

43. Secrecy Clause:

(a) All information technical data, specifications, drawings, models, samples, and specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores/components hereby ordered constitute the property of BEML and that the supplier shall keep them in strict confidence and the supplier shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data and drawings, models and specifications shall be the property of BEML and be returned to it when done with or when demanded by BEML.

(b) The supplier shall not supply the stores/components exclusively manufactured for BEML Ltd., with the Technical Data/Specification/Assistance furnished by BEML Ltd to any other parties in India or in abroad and shall not disclose any initiations, developments or adaptations, thereof to anyone else except with the written consent of BEML.

(c) Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.

(d) BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

15. Quality & workmanship Clause: The items supplied shall be of the best quality and Workmanship shall be in strict conformity with all the drawings and specifications furnished with the Purchase Orders and shall conform to the description in all respects as per BEML Quality Assurance plans. All supplies should be accompanied by Suppliers works inspections/test certificates duly certifying, the items are in strict conformity with the drawings/ specifications. However, final acceptance will be subject to inspection and approval at BEML works. Once the materials are rejected and communicated to the Supplier, no request shall be entertained for re inspection or acceptance of the items. However, BEML reserves the right to re inspect the items and consider acceptance at its discretion.

16. Rejected Material Clause: In case the items/components get rejected either during the initial inspection stage or during further processing stage, the rejected materials shall be arranged to be collected by the supplier at his own cost within sixty days from the date of intimating such

rejection, failing which the rejected material shall be disposed off at the discretion of BEML at the risk & cost of supplier. The amount paid to the supplier towards the rejected material including freight, other taxes, Insurance and any other expenses incurred by BEML in this regard shall be paid by supplier before collecting the rejected material or the same shall be recovered/recoverable from any of the outstanding/future bills of the supplier.

Any expenditure accrued by the disposal of rejected material shall be appropriated towards the cost and expenses incurred in this regard.

17. This tender is also governed by the conditions of BEML as detailed in Form No. 8205350535.

18. Packing to be in such a way that it should avoid transit/storage/handling damages.

19. GSTIN registered bidders shall download GST Tax Indemnity clause and upload the same after affixing sign with seal.

20. Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage: During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc.

The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

21:

**(i) Source whose design is adapted for new relaunch backhoe loader equipment only to participate.**

to qualify for consideration of quotation

(ii) Any new firm interested in supplying / developing the subject item may contact us through mail id **raghuveer.s@bemltd.in**. Development action will be initiated based on BEML requirements after ascertaining the capability of the firm by BEML.

22:

1) Quotations should be submitted online (E-mode) in BEML SRM platform in Two-Bid system as below:

1.1 Technical Bid (through e-mode on SRM platform): Please ensure that the technical bid documents uploaded do not contain any price details.

1.2 Price Bid (through e-mode on BEML SRM portal): Price Bid details and relevant commercial terms are to be entered in Price Bid only.

1.3 Both technical and price bids are to be submitted in the system before the tender closing date/time. After evaluating the technical bid, the Price bids of only technically qualified firms

will be opened.

1.4 Please note that bidder should be having a valid Class-III Digital Signature Certificate issued by authorized Certifying Authority to submit bid in our SRM e-Procurement system.

Interested bidders can contact BEML through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the username & password for submitting the quotations. In case of any queries, you may contact BEML SRM Team on phone no. 080-22963269.

23. i. Documents meeting/supporting technical qualifying criteria shall be attached along with the bid.

ii. Declaration of local content (MII certificate) shall be attached along with the bid.

iii. Compliance for land border sharing directives by DPIIT (Signed copy of Compliance certificate) shall be attached along with the bid.