

<b>DESCRIPTION:</b> Supply of White colour Chalk Piece - 100 Box, at BEML LIMITED, RCU-II, KGF.				
SI No.	SPECIFICATION	BEML REQUIREMENT	SELLERS ACCEPTANCE / OFFER	DEVIATION (if any)
1	Item description	CHALK PIECE WHITE COLOUR OF GOOD QUALITY - EACH BOX CONTAINS 100 NOS.  MAKE: LION /KORES /APSARA / DOMS / EQUIVALENT		
OTHER TERMS AND CONDITIONS				
Packing & Delivery		Item to be suitably packed for safety transportation and free delivery to  BEML Limited, Rail coach Unit-II, Oorgaum Post KGF - 563120. Karnataka.		
Payment terms		60 days credit (45 days for MSME)		

### **Commercial Terms and conditions**

1. The firms are requested to offer their best price.
2. Revision of rates upward will not be allowed and prices shall be firm till the completion of order and valid through the shipment.
3. BEML preferred delivery terms is-FOR - BEML, RCU-II, KGF basis
4. Validity of quotation: Quotes must be valid for minimum of 120 days from the bid closing date.
5. Please be specific and firm on your delivery commitment and adhere strictly to the same once committed in the offer. You may indicate minimum lead time required for supply from the date of Purchase order.
6. **BEML preferred Payment terms:** The payment will be made on the 60th day (45 days for MSME) from the date of receipt, acceptance and installation & commissioning of the capital item at BEML works.

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7. The bidders should conform to BEML specifications and conditions in every detail and any bidder not conforming to BEML specifications and conditions will be summarily rejected.

8. The bidder should fill the technical compliance in mandatory table of technical specifications and other requirements. Non-compliance of mandatory requirement will be summarily rejected. The decision of Technical team will be final for deviation in case of other conditions.

9. **Liquidated damages clause** is applicable. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD on back to back basis.

LD Clause: Liquidated damages and not by way of penalties will be recovered for delayed supplies @ 0.5% of the price of any stores not delivered per week or part thereof, subject to maximum of 5 % of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered.

#### **10. Packing and dispatch**

The supplier shall pack the deliveries safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means.

11. **Termination:** 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.

12. **Arbitration:** 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/KGF 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.

#### **13. 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.

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The supplier shall not disclose 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.

**14. 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.

**15. Rejected material:** 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, GST, 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.

**16. Fall Clause:**

The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced and may be liable for cancellation of the contract as well as encashment of the Security Deposit.

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