

**Request for Quotation**

**TENDER NO: 6300039306**

**General Terms & Conditions**

**TENDER ENQUIRY FOR SUPPLY OF MOL - 500S GRAY(TUBE)- SPOT SEALER REQUIRED FOR OF BMRCL 5RSDM PROJECT**

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 tender event, for Annual requirement finalization for BEML.**

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.

**A. Buyer (BEML LIMITED)**

<b>Name &amp; Designation</b>	Mr. Bhuvanendar Deputy General Manager - Materials
<b>Address</b>	BEML Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
<b>Email ID</b>	<a href="mailto:rmw@beml.co.in">rmw@beml.co.in</a>
<b>Telephone</b>	+91 - 80 – 25022627
<b>Fax</b>	+91 - 80 – 25348772 / 25243137

**B. Documentation & Training -Helpline (BEML SRM)**

<b>Name &amp; Designation</b>	Mr. Krishna Mohan Event Coordinator
<b>Address</b>	BEML Limited “BEML SOUDHA” Room No:106, BEML SRM Implementation Cell, 23/1, 4 <sup>TH</sup> Main, S R Nagar Bangalore – 560 027 Karnataka
<b>Email ID</b>	<a href="mailto:admin.srm@beml.co.in">admin.srm@beml.co.in</a>
<b>Telephone</b>	+91.80.22963269
<b>Fax</b>	+91.80.22963283

## General Terms & Conditions:

<b>Standard Terms &amp; Conditions</b>	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
<b>Eligibility of the source</b>	The source participating in the tender should enclose their latest approval by BEML with their quote.
<b>Offer Validity:</b>	Bids submitted during e-tender shall be valid for the period of <b>180 days from the date of bidding</b> .
<b>Validity of Rates</b>	<ul style="list-style-type: none"> <li>▪ Bidded Price to remain firm till completion of supplies against the Purchase Order.</li> <li>▪ No price variation will be entertained post procurement event.</li> <li>▪ <b>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.</b></li> <li>▪ 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..</li> </ul>
<b>Tender submission conditions</b>	<p>The bidder has to submit Quote / offers in <b>TWO</b> bid in SRM portal as mentioned below</p> <p><b>i. Technical bid (without price):</b> Bidder should have to upload the following documents in SRM portal as a part of technical bid in C-folder</p> <ol style="list-style-type: none"> <li>a) Technical bid on Letter head of the company</li> <li>b) Specifications &amp; Data Sheets i.e, Technical Data sheet (TDS) &amp; MSDS (Material safety data sheet)</li> <li>c) Compliance to this General Terms &amp; conditions (Mandate requirement) including deliveries. i.e, GTC to be signed &amp; stamped on all the pages &amp; to be uploaded in SRM.</li> <li>d) Any other Enclosures related to technical bid as called in the tender and other information deemed appropriate in respect of this tender to be enclosed.</li> </ol> <p><b>ii. Commercial Bid:</b> Should contain only Price and applicable tax details at the appropriate place provided in SRM platform.</p>
<b>Payment Terms</b>	<p>All Invoices shall be submitted in triplicate to the Stores Department along with the material as per terms of the P.O. Payment shall be recommended / arranged only when supplies are made strictly in line with the supply schedule of the P.O. Requests for piece meal payments or making staggered supplies, deviation from the supply schedule, shall not be entertained.</p> <p><b>a) <u>APPLICABLE TO FOREIGN BIDDERS</u></b></p> <ol style="list-style-type: none"> <li>i. LC payment -100% 60 days from the date of receipt of material at BEML stores subject to inspection clearance.</li> <li>ii. All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.</li> </ol>

	<p>iii. TDS (Tax deducted at source) will be applicable for service purchase orders and will be deducted as per law of land. SAC (Service Account code) shall be indicated by the bidder for the services that are proposed be carried out.</p> <p><b>b) <u>APPLICABLE TO THE DOMESTIC BIDDERS</u></b></p> <p>i. Terms of payment are 100% in 60 days from the date of receipt of material at BEML stores subject to inspection clearance &amp; for MSEs 45 days from the date of receipt of material subject to acceptance as per MSME act.</p> <p>Bidders to indicate the category of their firm under Micro/Small/Medium industries with necessary documentary proof of evidence for purpose of evaluation and BEML data up dation.</p> <p><b>Micro and Small enterprises (MSE) registered under UDYAM registration are eligible for the 45 days payment on submission copy of MSE certificate issued by UDYAM.</b></p> <p><b>The payment is further subject to the following:</b></p> <p>a) The Invoice shall be compliant with GST laws.</p> <p>b) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed.</p> <p>c) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year of filing of annual return by BEML, whichever is earlier.</p> <p>d) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with applicable interest and penalty.</p> <p>e) Bidders to indicate the GST and other levies applicable. GST shall be paid only after confirmation of payment of GST by vendors on GST Website.</p> <p>f) Relevant TDS / TCS as applicable shall be deducted as per prevailing Income Tax / GST / GOI notifications</p> <p>g) The supplier should submit the following documents for each supply: Tax Invoice; GSTR-1 return filed with authorities with the relevant abstract GSTR-3B return or any other form of return prescribed by the authorities. Copy of Challans regarding deposit of GST Certificate of Chartered Accountant</p>
<b>Supply Pattern</b>	Material to be supplied as detailed in section “ <b>Delivery Schedule</b> ”
<b>Labeling / Marking &amp; Packing</b>	<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"> <li>▪ Name of the manufacturer</li> <li>▪ <b>BEML Part Number</b></li> <li>▪ Name &amp; Class of Material</li> <li>▪ Batch No.</li> <li>▪ And any other additional information as specified in the Purchase Order.</li> </ul> <p><b>The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments.</b></p>

<b>Breach of commitment:</b>	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.
<b>Liquidated Damages (LD)</b>	<p>The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of the Purchase order and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the PO. Any supplies made ahead of this schedule are liable for rejection at the discretion of BEML. Should the supplier fail to deliver the stores or any consignment thereon within the period prescribed for such delivery, BEML shall be entitled:</p> <p>“To accept the delayed supply and to recover from the supplier Liquidated Damage charges at the rate of 0.1% of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay for first 30 days and 0.25% of the total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay beyond 30 days to the maximum of 10 % of the affected delivery schedule of the purchase order.</p> <p>The penalty / LD will be charged on the value of the affected delivery schedule excluding statutory levies, freight and insurance wherever not included in the price.</p>
<b>Non performance clause:</b>	In case of non performance of the order “ <b>Risk Purchase Clause</b> ” will be initiated. BEML will have an option <b>to take</b> alternate procurement action at your risk & cost apart from recovery of LD.
<b>Delivery</b>	The Consignment would be delivered at BEML, designated location as detailed in the “ <b>Annexure-B</b> ” on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.
<b>Dispatch Instructions:</b>	<p>Since a term of dispatch is - “<b>FOR BEML, Bangalore Complex</b>”, you should arrange dispatch to BEML stores on Freight paid basis.</p> <p>a) In case of foreign Supplier :F.O.B. (Free on Board) suppliers’ nearest port basis</p> <p>b) In case of Indian Supplier :F.D.D. (Free Door Delivery), BEML Limited, Bangalore Complex, Bangalore</p>
<b>Short Supply:</b>	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
<b>Transit Insurance:</b>	Transit Insurance to be arranged & cost to be borne by the supplier.
<b>Documents</b>	<p><b>Consignment will be accompanied by:</b></p> <ol style="list-style-type: none"> <li>Delivery Challan and Commercial Invoice</li> <li>ED Gate pass (Wherever applicable)</li> <li>Consignment Note giving particulars such as: <ul style="list-style-type: none"> <li>Purchase Order Number</li> <li>The Name and Specification of the product</li> <li>The name and business address of the Manufacturer / Supplier</li> <li>Quantity</li> </ul> </li> <li>Test / Guarantee Certificate (if applicable) in standard Form</li> <li>Inspection certificate from Inspection agencies (If Applicable)</li> </ol>
<b>Material Acceptance / Rejection</b>	<ul style="list-style-type: none"> <li>Goods not matching the Specifications mentioned in the Purchase Order are liable for rejection.</li> </ul>

<b>Procedure</b>	Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.
<b>Quality Assurance Terms</b>	<p><b>Inspection:</b></p> <ul style="list-style-type: none"> <li>Supplies are subject to final approval by BEML Inspection Department at BEML works.</li> <li>Please co-ordinate with BEML inspection department and obtain details of test certificate to be sent along with supply and other parameters to be checked before making supplies.</li> <li>If the supplies are received without check sheets / certificates, the same are liable for rejection. Please co-ordinate with Quality Control Department for check sheet to be complied along with the supplies if not already sent.</li> <li><b>ALL THE RELEVANT QUALITY DOCUMENTS &amp; TEST CERTIFICATES PERTAINING TO THE MATERIAL HAS TO BE SUBMITTED AGAINST EACH OF THE SUPPLIES.</b></li> </ul>
<b>Rejected Material Return</b>	<p>In case, if material supplied by the vendor have been rejected through NCR (Non Confirmatory Report) /PDO (Parts Disposition Order) on account of Manufacturing defects at any stage from the date of receipt of material at BEML Ltd till completion of the warranty period, the same will be communicated to the vendor, wherein vendor is liable for rectification of defective part (or) providing replacement within 48 hours from the date &amp; time of communication on DDP (in case of foreign suppliers) / FDD (in case of Indian suppliers) without claiming any cost from BEML.</p> <p>In case, vendor fails to rectify defective part (or) supply the replacement within 48 hours, BEML is entitled to procure the same on its own and recover the cost from vendor bills including cost towards any downtime in production.</p> <p>The rejected material will be handed over to the vendor (either at BEML works/respective depots) only on receipt of replacement against rejections. Necessary arrangement for collecting the rejected materials &amp; transportation should be arranged by the vendor. Further, vendor is liable for submitting the Investigation report/failure analysis and the remedies for overcoming such failures for all other material supplied by the firm.</p>
<b>Risk Purchase clause:</b>	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.
<b>Specification Changes:</b>	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.
<b>Right of Buyer</b>	<ul style="list-style-type: none"> <li>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.</li> <li>BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.</li> <li>The preferences/commercial rankings of the above indicated tender enquiry may be decided based on the firm(s) who submits quotation / offer for all the tendered items and on consolidation of prices for all the tendered items.</li> </ul>

<b>Termination</b>	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.
<b>Jurisdiction</b>	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
<b>ARBITRATION :</b>	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.
<b>PURCHASE ORDER CANCELLATION CLAUSE</b>	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 or 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
<b>SHELF LIFE</b>	<p><b>BEING SHELF LIFE ITEM, FINALIZED BIDDER TO ENSURE DISPATCH OF FRESH LOT AGAINST THE CONTRACT.</b></p> <p><b>BIDDER TO ENSURE MINIMUM SHELF LIFE OF 8-9 MONTHS AS ON DATE OF RECEIPT OF MATERIAL AT BEML LTD, BANGALORE COMPLEX.</b></p> <p><b>IN CASE OF NOT MEETING MINIMUM SHELF LIFE REQUIREMENTS, THE MATERIAL SHALL BE STRAIGHT AWAY REJECTED.</b></p>

**Exhibit - I****BEML Designated Location**

<b>UNIT</b>	<b>Location Code</b>	<b>Address</b>	<b>Telephone.</b>
Bangalore Complex	BC	Dy.General Manager - Stores BEML Limited Bangalore Complex New Thippasandra Bangalore – 560 075	080. 25240992 (Direct) 080.25242414 Extn. 716



## **ANNEXURE-B**

### **LIST OF ITEMS WITH DESCRIPTION & QUANTITIES**

<b>Sl. no</b>	<b>Part No</b>	<b>Item Description</b>	<b>UOM</b>	<b>Qty</b>	<b>Delivery schedule (tentative)</b>
<b>1</b>	<b>R607909000</b>	<b>MOL - 500S Gray(tube)-Spotsealer</b>	<b>NO</b>	<b>90</b>	<b>Within 30 days from the date of PO</b>

**Bidders to submit OEM Authorisation certificate as a qualifying criteria.**

**It may please be noted that above delivery schedule is only "tentative". However, final delivery schedule will be indicated in the purchase order.**