BEML Limited

ENGINE DIVISION

BELAVADI POST, MYSORE-570 018

ANNEXURE

NOTICE INVITING TENDER (NIT) CONDITIONS

1. Vendors should be registered with M/s BEML and have a valid vendor code. For public tender enquiry, necessary registration formalities to be fulfilled before participating in tender.
2. Vendor should be conversant of supplying tendered item with adequate experience.
3. For e-tendering, quotes submitted only on GeM / GeP-NIC will be accepted and quotations received through e-mail, post, courier, fax etc will not be accepted.
4. For any development order, Quantity indicated in tender is only for vendor establishment. Regular purchase order will be released only after successful development of the component. Vendors who have not developed/supplied the tendered part earlier who are in approved vendor list will be considered for development order only based on assessment of the vendor for capacity, capability for supplying the tendered item by BEML Quality Engineering department. The development quantity will be decided by BEML.
5. BEML reserves the right to increase or decrease tender quantity or cancel the tender without assigning reasons what so ever.
6. BEML reserves the right to split the quantity among more than one vendor against this tender on 60:40 or 50:30:20 basis.
7. Vendor should have experience of manufacturing similar component and submit a list of those customers to whom they are supplying.
8. Provide the validity of the offer for 60 days and more from the closing date.
9. BEML standard payment term is 60 days from the date of receipt & acceptance through RTGS. However, for micro, small and medium enterprises, it is relaxed to 30 days from the date of receipt and acceptance (subject to submission of certificate of registration under SSI).
10. Maximum possible supply per month to be indicated in the quotation in case of capacity constraint.
11. Break up of prices quoted like input weight of materials, rate per KG of material, conversion cost etc., should be provided with reference to bench marking.
12. Long Term Contract (LTC) may be entered with reliable & established sources of supply for the tendered item/s upon mutual agreement between BEML & Supplier, for a maximum period of 3 years with price variation clause.
13. Integrity pact to be furnished along with your quote wherever tender value is more than Rs1.00 Crore. Please visit BEML website www.bemlindia.in for details.
14. Consider pricing for O.E needs & future volumes of production, submit your lowest nonnegotiable competitive unit price on FOR BEML Mysore basis including packing & forwarding charges.
15. The quote submitted will be valid for the quantity ordered/amended for a year. Any upward revision of rates will not be considered till the completion of purchase order.
16. Quotation against a particular tender should contain only the quote for respective tender. Combining of quotations for different tenders are not allowed (for non e-tendering).
    For e-tender enquiry, bids should be submitted for individual items until unless specified as a KIT/SETS.

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17. Firm should return the drawing/s, part drawing/s, standards etc. along with quotation (for non e-tendering)
18. Vendors BLACK-LISTED and certified “Defaulter” by BEML for various reasons need not participate in the bid.
19. In case of non adherence to delivery schedule, BEML reserves the right to cancel the order and Risk Purchase clause will be applicable.

i) If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers right to cancel the Order, besides claim for damages. The time of delivery can, however, be extended with the consent of both the parties and on such terms as agreed to by them. At the time of granting of such extension of time for delivery, reservation could be made in respect of future increases in freight, custom duty, excise, sales tax, etc.

ii) Where the order is cancelled, the Buyer can in addition sue the Supplier for the damages as per the terms of contract. In case of delivery failure, if the Buyer subsequently purchases the material from elsewhere the damages are generally limited to the difference between the contract price and the price paid to the new supplier.

iii) For re-purchase or risk purchase at the expense of defaulting Supplier the following conditions shall be fulfilled:

a) The material re-purchased shall be identical with the material originally ordered.

b) The re-purchase shall be made within a reasonable time after the date of breach or within the time stipulated in the contract.

c) The defaulting Contractor shall be served with notice of re-purchase.

d) The re-purchase shall be on the same terms as in the case of original contract. Note: Risk purchase loss shall be recovered only after the re-purchase contract has been executed.

iv) It may also happen in some cases that a Buyer is compelled to cancel the order before the material is supplied. In such a case the Buyer breaches the purchase contract. This act is called 'Anticipatory Breach' and it makes the Buyer liable for any resultant injury to the Supplier. However, if the cancellation does not harm the Supplier, he cannot claim any damages. There will be cases where the cancellation of the order is due to factors beyond the control of the Buyer like labour strike in the factory of the Buyer, act of God, war etc. In such cases, the Supplier has to accept the cancellation.

v) It is evident at the time a major contract is drawn that breach of contract would severely injure one or both parties and that damage would be difficult to determine. Provisions for termination of contract, liquidated damages etc. to be invariably incorporated in the Contract. Such provisions stipulate in advance the procedures to be used in determining costs and damages.

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20. In case of late deliveries BEML reserves right to return the material to vendor. Late supplies may be accepted by BEML if required for production by imposing LD clause as follows: 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 there of subject to maximum of 5% or 10% of the value of the delayed portion of the Purchase Order inline with Customer order.
21. Wherever painting is applicable, the surface shall be duly prepared and painted as per drawing requirement.
22. Suitable identification marks to be provided on all components for part number, vendor code, batch no., wherever applicable.
23. In case of early supplies, payment will be made only as per the delivery schedule indicated in the purchase order and in line with the terms of payment.
24. BEML reserves the right to inspect vendor's facilities/components under manufacturing, for verification of process and manufacturing capabilities by BEML's customer/BEML Representative/Representative of agencies appointed by BEML.
25. Packing to be in sound condition to avoid transit/storage/ handling damages.
26. Along with supplies it is required to submit: Inspection check-sheets, material test reports(by NABL accredited lab for all TATRA items), process chart, surface treatment certificate as required and any other inspection certificates as called in drawing.
27. Anti profiteering benefits to be considered while submitting the bids after GST implemetation.
28. Firm has to submit the GST returns on time, otherwise due to mismatch, credit cannot be availed. GST amount alongwith interest charges will be debited from the bills payable.
29. This tender is governed by the General terms & conditions of BEML as detailed in Form No. 8205350535.
30. For any clarification, please mail to us @ panduranga.km@bemlltd.in & kamaraju.km@bemlltd.in

Sd/-

AGM/DGM - Materials

BEML Limited

Engine Division, Mysore