

# **Request for Quotation** **(Part-A)**

## **General Terms & Conditions**

BEML Limited

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

**Contact Information:**

Note: For any questions / clarification that you may need in connection with this Request for Quotation (RFQ), please contact the below :

<b>A. Buyer (BEML LIMITED)</b>	
<b>Name &amp; Designation</b>	Mr. Uday Kumar, Asst. General Manager-Purchase  Mr. Nagaraja,P Asst. Manager-Materials
<b>Address</b>	BEML Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
<b>Email ID</b>	ponp3@beml.co.in
<b>Telephone</b>	+91.80.25022638 +91.80.25348770
<b>Fax</b>	+91.80.25243137 +91.80.25245545

## General Terms & Conditions:

<b>Standard Terms &amp; Conditions</b>	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
<b>Offer Validity:</b>	Bids submitted shall be valid for the period of <b>120 days from the date of bidding</b> .
<b>Validity of Rates</b>	<ul style="list-style-type: none"> <li>Bidder 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>Payment Terms</b>	<ul style="list-style-type: none"> <li>Payment will be made on <b>60<sup>th</sup> day</b> from the date of receipt of the goods at BEML stores for accepted quantity against original Invoice and inspection documents.</li> <li>Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice.</li> </ul> <p><b>Offers not agreeing with the above payment terms may be liable for rejection</b></p>
<b>Supply Pattern</b>	Material to be supplied as detailed in section " <b>Delivery Schedule</b> "
<b>Labeling / Marking</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>BEML Part Number</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>
<b>DGS &amp; D Rate Contract</b>	If the item is covered on DGS & D Rate Contract, it should be confirmed that the prices are the same as applicable to DGS & D Rate Contract reference should also be indicated, besides giving a copy of the Rate Contract.
<b>Breach of commitment:</b>	If a bidding firm backs out after bidding in tender, then a penalty will be levied by means of risk purchase, based on discretion of BEML.
<b>Currency</b>	For the purpose of Bidding and release of payment, the currency will be <b>Indian Rupees (INR)</b> .
<b>Liquidated Damages (LD)</b>	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 there of within the period prescribed for such delivery, BEML will be entitled at their option to recover from the contractor as agreed damages, and not by way of penalty, a sum of 1/2 % of the price of any stores which the contractors failed to deliver as aforesaid, for each week or part of a week during which the delivery of such stores may be in arrears. The maximum liability of contractor under this clause will be limited to 5% of the contract value.
<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>Exhibit-I</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>Packing Clause:</b>	<ul style="list-style-type: none"> <li>Goods are to be packed in conformity with standards prescribed by IRCA.</li> <li>The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments.</li> </ul>
<b>Dispatch Instructions:</b>	Since terms of dispatch is - " <b>BEML Bangalore Complex</b> ", you should arrange dispatch to BEML stores on Freight paid basis.

<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 Procedure</b>	<p>Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.</p> <p><b>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</b></p>
<b>Warranty</b>	<ol style="list-style-type: none"> <li>The items should be warranted against defects in materials , workmanship, dimensions etc. for a period of 18 months from the date items are put to actual use and defective items for any one of the aforesaid reasons should be replaced free of cost at our works .</li> <li>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.</li> <li>The items are for original equipment. As such, please note that your quotation should be for original equipment applicable.</li> <li>The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly.</li> <li>Samples should be got approved before effecting bulk supplies.</li> </ol>
<b>Secrecy</b>	<ol style="list-style-type: none"> <li>All information , know how , technical data, specification &amp; 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.</li> <li>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</li> <li>BEML shall be entitled to prevent a breach of the above to damage in case of breach.</li> </ol>
<b>Rejected Material Return</b>	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.
<b>Loading against faulty supply:</b>	Suppliers will be debited by BEML with double the charges incurred on account of rework carried out on faulty supplies ( <b>wherever possible</b> ) to meet urgent production requirement.
<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>Confidentiality/ Secrecy</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with along with <b>post bid confirmation</b>.</li> <li>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</li> <li>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.</li> </ol>
<b>Assignment or Subletting of Contract</b>	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.
<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 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> </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 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
<b>Past Supply Performance Report:</b>	<b>Suppliers are required to submit their order copy and performance report w. r. t. quality &amp; delivery for the last three years for supply of the item, so as to establish, proof as a regular supplier of the item.</b>
<b>Lot Strategy for Bidding (Bid Basis):</b>	<b>Bidders to bid per SET of Items on Landed Cost to BEML Bangalore Complex , Bangalore basis.</b>

<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>▪ <b>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.</b></li> <li>▪ Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice.</li> <li>▪ Offers not agreeing with the above payment terms may be liable for rejection</li> </ul>
<b>Conformance to OSHAS requirement</b>	<p><b>The Truck/s bringing the supplies for the orders placed based on this RFQ should have the following requirements:</b></p> <ol style="list-style-type: none"> <li><b>1) Valid Emission Test Certificate</b></li> <li><b>2) RTO Fitness Certificate</b></li> <li><b>3) License of the Driver</b></li> <li><b>4) Material Specification Data Sheet (MSDS) Certificate to be enclosed with all supplies.</b></li> </ol> <p><b>Appropriate Personal protective equipment applicable to the work situation, for installation personnel, shall be ensured by the vendor.</b></p>

## Exhibit - I

### BEML Designated Location

UNIT	Location Code	Address	Telephone.
Bangalore Complex, Bangalore	Bangalore Complex	Dy.General Manager - Stores BEML Limited Bangalore Complex New Thippasandra Bangalore Complex	080. 25240992 (Direct) 080.25242414 Extn. 716 080-25022715