

Request for Quotation

Supply & Apply

“Colour Tape for BMRCL Project “

To

BEML Limited

Bid Invitation: 6300030456

Event Service Provider:



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 e-Negotiation event, for Annual requirement finalization for BEML to be conducted on “BEML SRM” Platform

Contact Information:

Note: Please contact BEML SRM (as per the contact details shown under B) for any questions / clarification that you may need in connection with this Request for Quotation (RFQ) and not the “Buyer” directly.

A. Buyer (BEML LIMITED)	
Name & Designation	Mr. Sreenivasa reddy Sr. Manager - Metro Purchase Mr. Meenakshi Sundaram Asst. Manager – Metro purchase
Address	Bharat Earth Movers Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
Email ID	metro.rm2@beml.co.in
Telephone	+91.80.25243363 (D)/25022608
Fax	+91.80.25244682 +91.80.25245545
B. Documentation & Training -Helpline (BEML SRM)	
Name & Designation	Mr. Krishna Mohan Senior Manager
Address	BEML Limited “BEML SOUDHA” Room No:106, BEML SRM Implementation Cell, 23/1, 4 TH Main S R Nagar Bangalore – 560 027 Karnataka
Email ID	admin.srm@beml.co.in
Telephone	+91.80.22963269
Fax	+91.80.22963283

General Terms & Conditions:

Standard Terms & Conditions	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
Offer Validity	Bids submitted during e-Negotiation shall be valid for the period of 180 days from the date of bidding .
Development Charges	No development charges shall be payable for the development of Tool & Die related to the product.
Validity of Rates	<ul style="list-style-type: none"> ▪ Bided Price to remain firm till completion of supplies against the Purchase Order. ▪ No price variation will be entertained post E- Procurement event. ▪ 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. 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.
Payment Terms	<ul style="list-style-type: none"> ▪ Payment will be made on 60th day from the date of receipt and acceptance of the goods at BEML stores against original Invoice and inspection documents. ▪ Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice.
Supply Pattern	Material to be supplied as detailed in section " Delivery Schedule "
Labeling / Marking	<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"> ▪ Name of the manufacturer ▪ BEML Part Number ▪ Name & Class of Material ▪ Batch No. <p>And any other additional information as specified in the Purchase Order</p>
Breach of commitment:	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.
Currency	For the purpose of Bidding and release of payment, the currency will be Indian Rupees (INR) .
Liquidated Damages (LD)	LD applicable shall be @ 0.1% per day for first 30 days , thereafter 0.25% per day or part thereof to a maximum of 10% of the total order value for delayed supplies beyond mutually agreed delivery date
Non performance clause	In case of non performance of the order " Risk Purchase Clause " will be initiated. BEML will have an option to take alternate procurement action at your risk & cost apart from recovery of LD.
Delivery	The Consignment would be delivered at BEML, designated location as detailed in the " Exhibit-B " on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.
Dispatch Instructions	"FOR BEML, Bangalore Complex you should arrange dispatch to BEML stores on Freight paid basis.
Short Supply	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
Transit Insurance	Transit Insurance to be arranged & cost to be borne by the supplier

Documents	<p>Consignment will be accompanied by:</p> <p>a. Delivery Challan and Commercial Invoice</p> <p>b. Consignment Note giving particulars such as:</p> <ul style="list-style-type: none"> - Purchase Order Number - The Name and Specification of the product - The name and business address of the Manufacturer / Supplier - Quantity <p>d. Test / Guarantee Certificate (if applicable) in standard Form</p> <p>e. Inspection certificate from Inspection agencies (If Applicable)</p>
Material Acceptance / Rejection Procedure	<p>Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.</p> <p>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</p>
Guarantee / Warranty Clause	<ul style="list-style-type: none"> ➤ The supplier warrants that the equipment delivered to Purchase shall be free from any defect / fault and design, material, workmanship and drawing. The warranty period for each component shall be 40 Months from date of receipt of material at BEML by the supplier or 24 months from date of Commissioning whichever is Later. ➤ In respect of supply of Plants & Machineries, special tools and other high value item for release of last 10% payment, a performance bank guarantee for the identical values has to be furnished by the firm.
Rejected Material Return	<p>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.</p>
Loading against faulty supply:	<p>Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.</p>
Risk Purchase clause:	<p>Risk purchase will be initiated in case of failure / withdrawal to supply after release of order.</p>
Specification Changes:	<p>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.</p>
Confidentiality/ Secrecy	<ol style="list-style-type: none"> 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. 2. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with along with post bid confirmation. 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 <p>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.</p>

Assignment or Subletting of Contract	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.
Right of Buyer	<ul style="list-style-type: none"> ▪ BEML reserves the right to partially or totally accept or reject any/all bids placed in the e Negotiation event without assigning any reason whatsoever. <p>BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.</p>
Termination	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.
Jurisdiction	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
ARBITRATION	Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.

Product Specific Information:

Enquiry No.	BR01/RRD/6300030456
Product Specification	Colour Belt- BMRCL project
Standards Applicable	"As per Exhibit – A" (All the Items should be of Same MAKE)
Delivery Schedule	Please refer to "Exhibit – A"
Volume of Business	<ul style="list-style-type: none"> Total volume of business projected in "Exhibit-A" is a firm requirement. However volumes mentioned may vary substantially on either side depending on business needs.
Price Basis for e Negotiation Event	<p>Components to be delivered All Inclusive to Designated Location. Price bid must be in line with the following formula: Add following components as applicable to the Basic price (Including Packing & Forwarding) of each component: Freight to Destination Minus following component if added in above:</p> <p style="padding-left: 40px;">Bidding to take place on per Item basis.</p> <ul style="list-style-type: none"> Bidders are required to place their bids on landed cost basis. No additional cost component will admissible after closure of BID. <p>Note:</p> <ol style="list-style-type: none"> Transit Insurance, Handling Charges, etc. to vendor's account. Bids placed by bidder shall be unconditional and complete in all respect in line with price basis described above. Any incomplete / non-compliant offers are subject to rejection. No price extensions of any sort will be allowed after the order is released, bidding price to be a firm price only.
Business Share & Preference	<ul style="list-style-type: none"> Buyer reserves the right on quantum of business on such sources. In case ordering on two/three sources, BEML reserves the right to distribute the order on more than one source at the lowest bid price received against this e-bidding, on 60:40 / 50:30:20 ratios. <p>Preference may be given to bidders bidding for the entire lot and are at the same time remain most competitive, technically suitable, meeting delivery requirements and proven sources.</p>
Drawing / Specification	As per "Exhibit – A".
Supply Pattern	Material to be supplied as detailed in section "Delivery Schedule"
Inspection Authority & Charges	Inspection would be carried at firm's works by Third party inspection . A sum of Rs 3000/- would be imposed as penalty for every wrong call/NCR.

Exhibit -A

**Tentative requirement of
Colour Belt - BMRCL Project
Division: BEML, Bangalore Complex, Bangalore**

Sl. NO	BEML Part No	Description	Total Qty in RLS	Delivery schedule
1	555ZZ71001	BLUE COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm, TO SPEC AVERY 800PC OR EQUIVALENT	06	01.2020
2	555ZZ71018	GREEN COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm, TO,SPEC AVERY 800PC OR EQUIVALENT	09	
3	555ZZ71026	YELLOW COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm,TO,SPEC AVERY 800PC OR EQUIVALENT	13	
4	555ZZ71034	RED COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm, TO SPEC AVERY 800PC OR EQUIVALENT	05	
5	555ZZ71042	CYAN COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm, TO SPEC AVERY 800PC OR EQUIVALENT	12	
6	555ZZ71083	PINK COLOR TAPE OF WIDTH 150mm IN ROLLS OF LENGTH 10000mm TO SPEC AVERY 800PC OR EQUIVALENT	03	

NOTE:

- 1. Tender is Two Bid System (Technical and commercial offer separately).**
- 2. Vendor to upload Technical compliance for Technical Delivery Condition (TDC)-put seal & sign and other Technical related documents to be uploaded in technical bid Separately.**
- 3. Vendor to upload Unit price /commercial offer in commercial bid separately.**
- 4. Commercial offers of only technically acceptable offer will be considered for further evaluation.**
- 5. L1 will be arrived on SET Basis not for individual items.**
- 6. Vendors compulsory should provide compliance of TDC (ref point no.02 as above) to be upload in Technical Bid. Price and other commercial details should upload in commercial bid Separately.**

Important terms & conditions:

- **Colour Tape Should be supplied in Cut Pieces per car basis in packed condition as per table below:**

SL No	Drawing No.	Size		Colour	UOM	Total Qty for 7 Train Sets – BMRCCL 42 Cars
		W-mm	L-mm			
1	555ZZ71001	150	50	BLUE	NO	938
2	555ZZ71018	150	50	GREEN	NO	98
		150	90	GREEN	NO	749
4	555ZZ71026	150	150	YELLOW	NO	168
		150	50	YELLOW	NO	693
		150	90	YELLOW	NO	532
5	555ZZ71034	150	50	RED	NO	350
		150	90	RED	NO	266
6	555ZZ71042	150	50	CYAN	NO	182
		150	90	CYAN	NO	784
		150	150	CYAN	NO	98
7	555ZZ71083	150	50	PINK	NO	420

- **Any Qty amendments will be notified based on Actual Consumption.**
- **Additional Left over of Colour Tape after completion of the Project should be handed over either in Cut Pieces or Rolls as per BEML Requirement.**

Exhibit - B***BEML Designated Location***

UNIT	Location Code	Address	Telephone.
Bangalore Complex	BC	Deputy General Manager I- Stores Bharat Earth Movers Limited Bangalore Complex New Thippasandra Bangalore – 560 075	080. 25243363 (Direct) 080.25242414 Extn. 608

Exhibit-C

BEML-SRM - General Terms & Conditions

The General terms and conditions provided below govern the conduct of e-Negotiation event conducted on BEML-SRM platform.

Written Acceptance of the RFI/RFQ Terms & Conditions and General Terms & conditions given below is a prerequisite for securing participation in the e-Negotiation event:

Participant Confirmation:

- Participants to e-Negotiation event hereby confirm that they shall commit to supply the product / service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BEML LIMITED. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BEML LIMITED.
- In the event of winning an allotment in the bidding event, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidder shall bid in line with the pre-accepted RFQ/RFI terms. The Bidder shall not stipulate any conditions on his/her own unless the terms of the BEML LIMITED expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and BEML retains the right of rejecting these bids.

Liability of BEML LIMITED

While, reasonable care and diligence is taken by BEML LIMITED in discharge of its responsibilities such as design of the e-Negotiation event, communication of RFI/RFQ rules, guidance to bidders in event participation, etc. all bidders shall specifically indemnify BEML LIMITED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are performed in BEML SRM platform by BEML LIMITED to assist the participants, but the ultimate responsibility on all these counts lies totally with the participants.

Jurisdiction:

Any disputes relating to the e-Negotiation module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

Accepted the above terms & conditions

(Signature)
Name & Designation of Signatory

For and on behalf of the company
(Company Seal)