

Request for Quotation

TENDER ENQUIRY REF: BR01/ RMW/1900064315, Dt: 30.08.24

CLOSING DATE: [10.09.2024@2.00PM \(IST\)](#)

General Terms & Conditions

**TENDER ENQUIRY FOR Service activity – TCMS Software modification to address
Open Issues – BMRCL 3RSDM 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

Activity Schedule:

A. Buyer (BEML LIMITED)	
Name & Designation	Mrs. BHUVANENDAR S Deputy General Manager – Materials
Address	BEML Limited Bangalore Complex New Thippasandra Post Bangalore 560 075
Email ID	bhuvanendars@bemltd.in
Telephone	+91 – 80 – 25022627
Fax	+91 – 80 – 25348772 / 25243137

General Terms & Conditions:

Standard Terms & Conditions	“Standard Terms & Conditions of Purchase” of BEML Limited is legally binding on the Bidder.
Eligibility criteria	Bidder should have atleast 3 years proven experience in manufacturing Propulsion & TCMS system for Metro projects. The product should be authorized by Mitsubishi Electric Corporation, Japan (OEM). Bidder not meeting above qualifying criteria will be summarily rejected irrespective of the bid
Offer Validity:	Bids submitted during e-tender shall be valid for the period of 180 days from the date of bidding.
Validity of Rates	<ul style="list-style-type: none">▪ Bidded Price to remain firm till completion of supplies against the Purchase Order.▪ No price variation will be entertained post 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..

Tender submission conditions	<p>The bidder has to submit Quote / offers in SINGLE bid SYSTEM (i.e Both Technical and commercial bid) to be submitted through manual mode in a sealed cover.</p> <p>NOTE: ITEM DETAILS ALONG WITH QUANTITIES ARE INDICATED IN THE RFQ ATTACHED ALONG WITH THE TENDER.</p>
Payment Terms	100% on 60th day from the date of receipt of modified software and acceptance BEML R&D (OR) BEML T&C team.
Liquidated Damages (LD)	At the rate of 0.1% of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay to the maximum of 10% of purchase order value.
Short Supply:	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
TAX CLAUSE	<p>a) Any tax and/or duty, which may hereafter be imposed outside India, shall be on Supplier's account. On the other hand, any tax and/or duty, which may hereafter be imposed in India, shall be on BEML's account. Notwithstanding the foregoing, tax on supervising fee and/or other training fees shall be on Supplier's account, however, it shall be withheld and paid by BEML in India on behalf of Supplier according to provisions of the corporation tax law, the local inhabitant tax law and convention between Republic of India and the respective Suppliers country, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.</p> <p>b) Where the government of the supplier's country exempts goods in export from any or all of such taxes, levies, duties on imports, the supplier shall charge the purchase price, which are exclusive of and free from such taxes, levies, and duties on imports.</p> <p>c) Any downward revision in taxes or duties imposed in supplier's country should be informed and that benefit should be passed on to the BEML.</p> <p>d) Any increase in statutory levies during the period wherein supplier has defaulted to effect supplies as per delivery schedule indicated in contract has to be borne by the supplier.</p> <p>e) HSN CODE/CHAPTER ID details are to be indicated along the applicable GST rates for the respective items.</p> <p>f) TDS (Tax deducted at source) will be applicable for domestic supplies including service purchase orders and will be deducted as per law of land. Presently for NRC the applicable TDS is 10.3% and for supplies the applicable TDS is 2%.</p>
Risk clause: Purchase	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.
Warranty	Warranty period shall be for a period of twenty four (24) months after acceptance of software by BEML R&D (OR) BEML T&C team.
PERFORMANCE BANK GUARANTEE (PBG)	Supplier should submit Performance Bank Guarantee for amount equivalent to 10% of the Contract value through SFMS mode
DELIVERY SCHEDULES:	The tendered items are required at BEML at the earliest. May please indicate the earliest possible delivery time.
JURISDICTION	Courts of Bangalore alone shall have jurisdiction to decide any issue / dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts.
LAWS APPLICABLE	Domestic laws both substantive and procedure, for the time being in force including modification thereto shall govern contract. The competent Domestic courts shall have sole jurisdiction over the disputes between the BEML and the supplier. The making of all stores supplied must comply with the requirements of Domestic Acts relating to trade and merchandise marks and all the rules made under such acts.
ARBITRATION	<p>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.</p> <p>The place of arbitration shall be at Bangalore 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.</p> <p>Supply under the purchase order, if reasonably possible, may continue by mutual agreement during the dispute / arbitration proceedings.</p>
FORCE MAJEURE CLAUSE	<p>a) Notwithstanding anything contained in the Contract, neither the Supplier nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the BEML or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the BEML has no control.</p> <p>b) The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the BEML for the supply / work affected, if any, shall not be construed as waiver in respect of remaining deliveries. c) Notwithstanding above provisions, BEML shall reserve the right to cancel the order / Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.</p>