

TERMS AND CONDITIONS:

Referred below forms part of this Enquiry.

1. Price break up details should be mentioned will be inclusive of all taxes and duties.
2. Price details should not be furnished in technical bid.
3. PRICES :: a). The Price quoted should be for Free Delivery to our spare parts stores, Marketing division, BEML KGF, Karnataka. The quotation shall be FOR BEML For evaluation the FOR PRICE only will be adopted based on duties/taxes ruling at the time of finalization of tender. However statutory levies such as GST shall be payable as per tariff ruling at the time of dispatch of the goods (For materials delivered as per Delivery Schedule in the Purchase Order). In case of delayed supplies the taxes/levies will be paid only as per the agreed PO terms. In the event of placement of order, the price quoted should be held firm till the completion of the order.

b) There will be "NO PRICE NEGOTIATIONS" if the competition is adequate, offers are technically acceptable and quoted prices are considered reasonable. Hence please quote your non-negotiable and lowest prices. Canvassing by Suppliers in any form including unsolicited letters on tenders corrections shall render their tenders liable for summary rejection.
4. VALIDITY OF THE QUOTATION: THE QUOTATION SHOULD BE VALID FOR 90 DAYS FROM THE DATE OF TENDER OPENING DATE
5. ACCEPTANCE OF TENDER: In case of the offer is acceptable, we reserve the right to order FULL / PARTIAL quantity of the items tendered. The tenderers should agree to supply whatever quantities offered by BEML in the event of placement of order and the tenderers have no rights to insist for the tendered quantities.
6. BEML reserves the right to avail the price offered for the full quantity of the tender or part thereof or ignore the offer completely without assigning any reason whatsoever.
7. Delivery schedule: Firm to mention delivery schedule in their quotation. Firm to mention HSN code of item clearly in the quotation.
8. Arbitration clause- In the event of any dispute or difference relating to the interpretation an application of the provisions if commercial contract (s) between central Public sector undertaking enterprise (CPSEs)/Port trusts inter-se and also between CPSEs and government departments/organizations (excluding disputes concerning railways, income tax, customs & Excise departments), such dispute/difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018
9. LD CLAUSE: Liquidated Damages and not by way of penalties will be recovered for the delayed supplies at ½ % of the price of any stores not delivered per week or part thereof, subject to maximum of 5% of the value of the order. The Suppliers may please note that in the event of placement of order on them, no refund of liquidated damages deducted due to delay in supplies will be made under any circumstances. However, extension of Delivery period may be allowed provided the reasons for delay are due to force majeure conditions.
10. TERMS OF PAYMENT: In the event of placement of order, our payment terms shall be open account i.e 100% payment shall be arranged on 60th day (FOR MSME – 45 Days) of receipt, erection & subject to acceptance of the material at site by BEML.

10A. In order to receive in time payment and C-form, it is duty of supplier to send original for buyer copy to below mentioned address. Kindly mention over envelope P.O. no. addressing to (any one of the below mentioned addresses) super scribing "INVOICE".

THE DGM PURCHASE
PURCHASE OFFICER
BEML LTD. MARKETING DIVISION,
PO: BEML NAGAR-563 115.
KOLAR GOLD FIELDS. KARNATAKA.

PH: 08153-279274
08153-279253 ,

9B. Transporter copy and one extra copy shall be required to be sent to Marketing stores along with the consignment.

11.OUR STANDARD WARRANTY CLAUSE: Materials supplied against this order shall be NEW, Unused and free from any manufacturing defects. Warranty should be minimum 3 years for the equipment.

12.RISK PURCHASE CLAUSE :In the event of failure of the supplier to deliver or dispatch the spares within the stipulated date/period of the purchase order, or in the event of breach of any of the terms and conditions mentioned in the purchase order, we preserve the right to purchase the spares from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in this division and also any other divisions of BEML Ltd.

13. SECRECY:

a. 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 these 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. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b.The supplier shall not supply material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c. Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.

d. BEML shall be entitled to prevent breach of the above and to damages in case of breach.

e. Price should not be indicated in the technical bid otherwise the bid will be rejected

f. The technical bid will be opened first and after evaluating the same accordingly to our requirements and desired documents, price bid will be opened for those who qualify technically. Short documents, if any will be asked for uploading within 48 hours from the date of allowing for uploading short documents. In case short documents are not uploaded within the stipulated time, such bidders offer will be technically disqualified.

g. All documents to be signed and sealed

Thanking you

Yours faithfully,

For BEML LIMITED

DEPUTY GENERAL MANAGER (PURCHASE)

BEML LTD. Marketing Division, KGF.