

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
BEML Limited, C/o Central Ordnance Depot, Dehu Road Pune – 412 101
Ph: +91 9403944744 email: bemlpune@beml.co.in

TENDER NOTICE

Ref. JD-1/Voltas AC/2020

Date:- 16/03/2020

Dear Sir,

Please let us have your lowest quotation for the following item/s before 2-00 P.M. on or before 30.03.2020 :-

Sl. No.	DESCRIPTION	Quantity	Unit Rate in Rs.
1.	Voltas 1 Ton Inverter 3 Star (2019 Range) 123V DZX Split AC (White)	01 no.	
2.	Voltas 2 Ton Inverter 3 Star Copper (2019 Range) 243V DZV Split AC (White)	01 no.	
GST applicable			
Grand Total in Rs.			

Terms & Conditions :-

- 1) Price to be quoted in Indian Rupees only
- 2) Payment Terms: 60 days credit from the date of receipt of item.
- 3) Delivery: The item is required to be delivered and installed within 10 days from the date of Purchase Order.
- 4) FAX / Email quotations not accepted.
- 5) Please note that the quotation reaching our office after the specified time will be ignored. BEML is not responsible for any postal delay.
- 6) The quotation should be complete in all respects and free from ambiguity.
- 7) The price quoted should be FOR Destination i.e. (BEML, Dehu Road, Pune) & include packing, forwarding, freight, road tax and insurance, etc.
- 8) Supplier has to quote their rates inclusive of all viz. Installation charges, piping charges, stand, electrical cable etc. No charges of whatsoever nature would be paid additional to the cost mentioned above. If required Supplier may visit our site to understand the requirement.**
- 9) Warranty :- Minimum 01 year from the date of supply for defective material & workmanship
- 10) Unloading at BEML Site will be BEML responsibility.
- 11) The price quoted should be valid at least for a period of 60 days from the date of closing.
- 12) Indicate all applicable taxes & duties separately.
- 13) All pages of Tender documents to be signed with company seal by the tenderer and to be submitted along with quotation.
- 14) BEML reserves the right to accept or reject and offer in full or part.
- 15) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender Corrections shall render their tender/s liable for rejection.
- 16) The envelope containing your quotation should be sealed and super scribed as :
Tender No: JD-1/Voltas AC/2020 dtd. 16/03/2020 Closing at 2.00 P.M on 30/03/2020

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- 17) The envelope containing the quotation should be sent at the below address.
- 18) Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. Firms not accepting the terms & conditions need not apply.
- 19) The Purchase Order will be placed on L1 bidder on Total landed cost basis for each item Separately. i.e. For Sl. No.1&2 separately.
- 20) If taxes are not mentioned separately in the quote, it will be considered as the price quoted is inclusive of all taxes.
- 21) If two or more bidders quote the same price, BEML reserves the right to seek revised offer from the same bidders and placing order in revised L1 offer.
- 22) The person signing the tender form (or any other document forming part of the contract) on behalf of another, shall be deemed to warranty that he has the authority to sign such documents and if, on inquiry it appears that the person so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the contract, holds the signatory liable for all costs and damages.

23) FORCE MAJEURE:-

Notwithstanding anything contained in the Contract, neither the Service Provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should 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 Service Provider. 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 Service Provider or *the acts on which* the BEML has no control.

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 Service Provider 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.

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. BEML may takeover partly processed material at a mutually agreed price.

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24) ARBITRATION:-

Disputes if any, arising between the company and the Vendor in connection with this tender 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 Indian Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of arbitration shall be at Mumbai 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.

25) JURISDICTION:-

In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Mumbai shall only have jurisdiction.

Yours faithfully

For BEML LIMITED

Sd/-

Asst. General Manager
BEML Limited,
C/o Central Ordnance Depot,
Dehu Road, Pune – 412 101