

General Terms & Conditions

**For supply of
“HANDRAIL & HANDHOLD ASSY.”**

For

MEMU 3-Phase 300 cars

Bid No: 6300028392

BEML Limited

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

General Terms & Conditions:

Standard Terms & Conditions	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
Eligibility of the source	Based on qualification of technical bids submitted.
Offer Validity:	Bids submitted during e-tender 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"> ▪ Bidded Price to remain firm till completion of supplies against the Purchase Orders. ▪ No price variation will be entertained post procurement event. ▪ Any increase in statutory levies or change in form of 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 or change in form of 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 30th day for MSEs and for others on 60th day from the date of receipt of the goods at BEML, Designated location for accepted quantity against original Invoice and inspection documents and for installation - on 30th day for MSEs and for others 60th day from the date of certification for completion of installation /commissioning & proving as applicable to BEML, at designated location by BEML user /quality department as called for the item. ▪ Bidders shall submit their invoice to BEML's designated location with Stores Acknowledgement for the goods detailed in the invoice. ▪ Bidders not agreeing with above terms, the quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.
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. ▪ And any other additional information as specified in the Purchase Order
DGS & D Rate Contract	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.
Resale after import	In the case of resale after import, Bill of Lading, Import Certificate, Customs clearance documents pertaining to the import should be provided to BEML.
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)	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 entitled at their option to recover from the contractor as agreed damages, and not by way of penalty, a sum of 0.5 % 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.
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.

Packing Clause:	<ul style="list-style-type: none"> • Goods are to be packed in conformity with standards prescribed by IRCA. • The supplier should provide packing list of all items sent during the delivery. Non-submission of the same may lead to delay in payments.
Dispatch Instructions:	Since terms of dispatch is - "BEML, designated location/s", supplier should arrange to dispatch materials to BEML stores on Freight paid basis to each of the locations mentioned..
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 must be accompanied by:</p> <p>a. Delivery Challan and Commercial Invoice. At the BEML stores, providing invoice no and invoice along with other documents of supply is of primary importance, for the purpose of recognition of GST no etc, else formal procedures which are related to payment will be effected for which BEML shall not be responsible.</p> <p>b. GST Invoice (Wherever applicable)</p> <p>c. 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>
Quote for full lot	Quotation to be made for the entire quantity on offer of each line item and not in part else bid is liable for rejection.
Material Acceptance / Rejection Procedure	Inspection carried out at BEML's designated location on receipt of the material is final and binding for the bidders.
Warranty	<ol style="list-style-type: none"> 1. The items should be warranted against defects in materials, workmanship, dimensions etc. for a period of 36 months from the date of delivery or 24 months from the date items are put to actual service/ use/ commissioned, whichever is earlier and defective items for any one of the aforesaid reasons should be replaced free of cost at our works along with necessary free servicing. 2. 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. 3. The items are for original equipment. As such, please note that your quotation should be for original equipment applicable. 4. The components should be supplied in as per tendered scope, fully finished, assembled condition for direct use. 5. Samples should be got approved before effecting bulk supplies. 6. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. <p>The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p>
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. 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. 2. 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 anyone. 3. BEML shall be entitled to prevent a breach of the above and claim damages in case of breach.
Price Fall Clause	<ol style="list-style-type: none"> 1. The prices charged for the materials supplied under this PO by the tender shall in no event exceed the lowest price by which vendor sells the materials of identical description to any other buyer inclusive BEML office / division during the pendency of this PO. 2. If at any time, during the said period, the vendor reduces the sale price of such materials or sells such materials to any other buyer including BEML office /division at a price lower than the price chargeable under this PO, the vendor shall forthwith notify such reduction or sale to the Authority which has placed the PO and the price payable under this PO for the materials supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.

Rejected Material Return	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.
Loading against faulty supply:	Suppliers will be debited by BEML with double the charges incurred on account of rework carried out on faulty supplies (wherever possible) to meet urgent production requirement.
Risk Purchase clause:	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.
Specification Changes:	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.
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 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.
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-tender event without assigning any reason whatsoever. ▪ BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.
Preferential Treatment to Eligible MSEs	MSEs registered for category of items tendered, quoting a price within price band of L1 + 15%, shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% value of the net procurable quantity.
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:	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.
PURCHASE ORDER CANCELLATION CLAUSE	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
Past Supply Performance Report:	Suppliers are required to submit their order copy and performance report w. r. t. quality & delivery for the last three years for supply of such items to BEML/other reputed firms, so as to establish, proof as a regular supplier of such items.
Lot Strategy for Bidding (Bid Basis):	Bidders to bid per SET of Items on Landed Cost to BEML, designated location), basis as may be detailed in section "Price Basis for e-tender Event".
Conformance to OSHAS requirement	The Truck/s bringing the supplies for the orders placed based on this RFQ should have the following requirements: 1) Valid Emission Test Certificate 2) RTO Fitness Certificate 3) License of the Driver Appropriate Personal protective equipment applicable to the work situation, for installation personnel, shall be ensured by the vendor.
Right to use Defective Goods	If after delivery, acceptance and installation and within the guarantee / warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
Performance Bank Guarantee	Supplier shall establish a Bank Guarantee from any nationalized Public Sector Bank for 10% of the total order Value and shall be valid for the Warranty Period. The Bank Guarantee shall be provided before 15 days from the commencement of the first supplies.
Inspection clearance	The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final location shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
Technical Bid	Technical bid document indicating conformance to requirement should be filled by bidder, as per instructions, signed and stamped by authorized signatory, indicating designation in the firm bidding. Incomplete/ambiguous technical bids are liable for rejection.
Authorised dealer/distributor	In the case that the bidder is an authorized dealer/distributor for the item being bid, then the authorization letter to be provided by the bidder.
Rejection of bids	If any of the bidding vendors have defaulted in supplies /services (including adherence to warranty terms) after placement of order OR have backed out from their quotation OR have given wrong or misleading information/documents to BEML Ltd /other govt PSUs/govt agencies earlier, then their bids are liable for rejection at the discretion of BEML.

Integrity Pact	<p>If the contract value exceeds 1 crore, the supplier(s) has to execute INTEGRITY PACT as per prescribed format at Annexure "J" Issued by BEML Limited. The integrity pact to be submitted along with technical bid, otherwise the bids may be liable for rejection.</p> <p>The integrity pact submitted should be signed and sealed on all pages by the company's authorized signatory.</p>
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COMPLIANCE REPORT
(May be submitted along with Bid)

- 1) **R.F.Q. Reference** : **BR01/RM2/ 6300028392**
2) **Firm** :
3) **Item details** :

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
1.	Standard Terms & Conditions			
2.	Eligibility of the source			
3.	Offer Validity			
4.	Development Charges			
5.	Validity of Rates			
6.	Payment Terms			
7.	Supply Pattern			
8.	Labeling / Marking			
9.	DGS & D Rate Contract			
10.	Resale after import			
11.	Breach of commitment:			
12.	Currency			
13.	Liquidated Damages (LD)			
14.	Nonperformance clause:			
15.	Delivery			
16.	Packing Clause:			
17.	Dispatch Instructions:			
18.	Short Supply:			
19.	Transit Insurance:			
20.	Documents			
21.	Quote for full lot			

22.	Material Acceptance / Rejection Procedure			
23.	Warranty			
24.	Secrecy			
25.	Price Fall Clause			
26.	Rejected Material Return			
27.	Loading against faulty supply:			
28.	Risk Purchase clause:			
29.	Specification Changes:			
30.	Confidentiality/ Secrecy			
31.	Assignment or Subletting of Contract			
32.	Right of Buyer			
33.	Termination			
34.	Jurisdiction			
35.	ARBITRATION:			
36.	PURCHASE ORDER CANCELLATION CLAUSE			
37.	Past Supply Performance Report:			
38.	Lot Strategy for Bidding (Bid Basis)			
39.	Conformance to OSHAS requirement			
40.	Right to use Defective Goods			
41.	Performance Bank Guarantee			
42.	Inspection clearance			
43.	Technical Bid			
44.	Authorized dealer/distributor			
45.	Rejection of bids			
46.	Integrity Pact	NA	NA	NA

Authorized signatory with company seal / stamp

Exhibit - B

BEML Designated Location (as below, if not specified in cover page of RFQ)

UNIT	Location Code	Address	Telephone.
Bangalore Complex	Bangalore	Dy.General Manager - Stores BEML Limited Bangalore Complex New Thippasandra Bangalore – 560 075	080. 25240992 (Direct) 080.25242414 Extn. 716