

**Request for Quotation**

**TENDER ENQUIRY REF: BR01/ RMW/1004523182**

**CLOSING DATE:03.01.2025, Time: 02.00PM (IST)**

**General Terms & Conditions**

**TENDER ENQUIRY FOR SUPPLY OF WIFI ROOF ANTENNA**

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



**General Terms & Conditions:**

<b>Standard Terms &amp; Conditions</b>	"Standard Terms & Conditions of Purchase" of BEML Limited is legally binding on the Bidder.
<b>Offer Validity:</b>	Bids submitted during e-tender shall be valid for the period of <b>180 days from the date of bidding.</b>
<b>Eligibility criteria</b>	<p>Bidder should have atleast 3 years proven experience in manufacturing Propulsion &amp; TCMS system for Metro projects. The product should be authorized by Hitachi Ltd, Japan (OEM).</p> <p>Bidder not meeting above qualifying criteria will be summarily rejected irrespective of the bid</p>
<b>Validity of Rates</b>	<ul style="list-style-type: none"><li>▪ Bidded Price to remain firm till completion of supplies against the Purchase Order.</li><li>▪ No price variation will be entertained post procurement event.</li><li>▪ <b>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.</b></li><li>▪ 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.</li></ul>
<b>Tender submission conditions</b>	<p>The bidder has to submit Quote / offers in SINGLE bid SYSTEM to be submitted through manual mode in a sealed cover &amp; to reach BEML Limited on or before the closing date &amp; time.</p> <p><b>NOTE: ITEM DETAILS ALONG WITH QUANTITIES ARE INDICATED IN THE RFQ ATTACHED ALONG WITH THE TENDER.</b></p>
<b>Payment Terms</b>	<p><b>a) <u>APPLICABLE TO FOREIGN BIDDERS:</u></b></p> <ul style="list-style-type: none"><li><b>i.</b> 100% Payment will be through an irrevocable Letter of credit (LC) in favor of supplier payable on 60th day from the date of shipment (i.e, Bill of lading)</li><li><b>ii.</b> Irrevocable letter of credit in favor of supplier thirty (30) days prior to shipment for each delivery after the finalization of the Purchase order, covering the partial amount of purchase order Delivery Quantity. The L/C confirmation charge shall be borne by the supplier if a confirmation is needed / insisted by the supplier.</li><li><b>iii.</b> All bank charges incurred in India shall be borne by BEML and all bank charges outside India shall be borne by the supplier.</li><li><b>iv.</b> Any amendment to the established LC by BEML on insistence or fault on part of the supplier, then the LC amendment charges are to be borne by the supplier.</li></ul>

<p><b>Labeling / Marking &amp; Packing</b></p>	<p>a) The Equipment/Materials shall be packed in seaworthy wooden packing conditions according to international commercial and industrial practice. The wood packaging materials should be Heat treated (HT) or Methyl Bromide (MB) fumigation, and present the mark which certifies the approved treatment on two opposite sides of the WPM. The Supplier shall apply proper anti-erosion and/or anti-rust compounds of coating, protective waterproof wrapping and/or packing, as the case may be. Supplier shall take reasonable precautions to assure that quantities, weights and identification, as stated on packing lists, are correct</p> <p>b) Marking shall include the following information in sequence on the frame commensurate with the size of package.</p> <p style="padding-left: 40px;">To: M/s. BEML, Bangalore, Karnataka State, India - 560075. Purchase order number Shipper's mark Port of discharge Package number Identification number Origin of equipment Caution marks, if applicable Net weight, gross weight and cubic measurement</p>
<p><b>Liquidated Damages (LD)</b></p>	<p>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.</p> <p>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, at the rate of at the rate of 0.2% of total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay for first 30 days and 0.5% of the total value of the amounts apportioned to the affected delivery schedule for each calendar day of delay beyond 30 days to the maximum of 10 % of the affected delivery schedule of the purchase order.</p>
<p><b>Terms of dispatch</b></p>	<p><b><u>APPLICABLE TO FOREIGN SUPPLIER</u></b></p> <p>i. F.O.B. (Free on Board) suppliers' nearest port basis. The intimation for shipment should be provided 21 days prior to the delivery schedule to our nominated freight forwarder and the consignment handed over to our freight forwarder before the cut-off date for sailing.</p>
<p><b>Short Supply:</b></p>	<p>In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.</p>
<p><b>Transit Insurance:</b></p>	<p><b><u>APPLICABLE TO FOREIGN SUPPLIER</u></b></p> <p>i. In case of F.O.B. offers, insurance shall be arranged by the BEML from supplier port till BEML.</p> <p>ii. In case of imports of the materials, although the insurance shall be paid by the BEML, any loss or damage shall be made good by the supplier at free of cost, without waiting for the settlement of insurance claim. BEML shall reimburse the payment after settlement of insurance claim to the supplier.</p>

<p><b>Rejected Material Return</b></p>	<p>In case, if material supplied by the vendor have been rejected through NCR (Non Confirmatory Report) /PDO (Parts Disposition Order) on account of Manufacturing defects at any stage from the date of receipt of material at BEML Ltd till completion of the warranty period, the same will be communicated to the vendor, wherein vendor is liable for rectification of defective part (or) providing replacement within 48 hours from the date &amp; time of communication on DDP (in case of foreign suppliers) / FDD (in case of Domestic suppliers) without claiming any cost from BEML.</p> <p>In case, vendor fails to rectify defective part (or) supply the replacement within 48 hours, BEML is entitled to procure the same on its own and recover the cost from vendor bills including cost towards any downtime in production.</p> <p>The rejected material will be handed over to the vendor (either at BEML works/respective depots) only on receipt of replacement against rejections. Necessary arrangement for collecting the rejected materials &amp; transportation should be arranged by the vendor. Further, vendor is liable for submitting the Investigation report/failure analysis and the remedies for overcoming such failures for all other material supplied by the firm.</p>
<p><b>TAX CLAUSE</b></p>	<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>
<p><b>Risk clause: Purchase</b></p>	<p>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.</p>

<b>Warranty</b>	All the stores supplied shall be warranted against any defect in material, workmanship, design or dimension etc., for a period of 24 months from the date of supply of the equipment.
<b>DELIVERY SCHEDULES:</b>	The tendered items are required at BEML at the earliest. May please indicate the earliest possible delivery time.
<b>JURISDICTION</b>	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.
<b>LAWS APPLICABLE</b>	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.
<b>ARBITRATION</b>	<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>
<b>FORCE MAJEURE CLAUSE</b>	<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>

**ANNEXURE- B****COMPLIANCE TO GENERAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**

SL.NO	CLAUSE	COMPLIED	NOT COMPLIED	REMARKS
1	Standard terms & conditions			
2	Offer validity			
3	Validity of rates			
4	Tender submission conditions			
5	Payment terms			
6	Labelling/Packing			
7	Liquidated Damages			
8	Terms of dispatch			
9	Short supply			
10	Transit Insurance			
11	Rejected material return			
12	Risk purchase clause			
13	Tax clause			
14	Warranty			
15	Delivery schedule			
16	Jurisdiction			
17	Laws applicable			
18	Arbitration			
19	Force Majeure Clause			

**Authorized sign & Seal of the firm**