

STANDARD TERMS & CONDITIONS (INLAND ENQUIRY)

1. The quotations and any order resulting from this Enquiry shall be governed by BEL's conditions of contract and the supplier quoting against this Enquiry shall be deemed to have read and understood the same.
2. Where counter Terms and Conditions of business have been offered by the supplier, we shall not be deemed to be governed by those unless BEL's specific written acceptance there-of has been given.
3. No Conditions and Terms, notice of which has not been given by the supplier while submitting quotations, will be considered by BEL, if put forward in subsequent correspondence.

4. Quotations:

The vendors should quote their minimum price. Negotiations, if any, will be held with L1 only in select cases, if necessary.

e-Procurement : The supplier shall submit their offer in the e-Procurement portal. Any additional information can be attached in the notes and documents section.

Non e-Procurement:

The suppliers should submit their offer against this Enquiry. Additional information if any, should be furnished by the suppliers in a covering letter. The quotation should be sent in a sealed envelope indicating there on Enquiry / Tender no. and closing date and the same must reach BEL's office on or before the closing date. The late quotations will not be considered. Fax / e-mail offers are also acceptable. Against each enquiry / tender in case of two bid system, Techno-commercial and price bids should be submitted simultaneously, in separately identifiable sealed covers, both put in another envelope, giving reference to RFQ.

The vendors / authorised representatives who wish to be present during the tender opening are welcome to be present in cases other than e-tendering.

5. Specifications:

- a) Materials should be offered strictly conforming to BEL's specifications. The deviations in specifications, if any, should be clearly indicated by supplier in their quotation. The supplier should also indicate Make / Type Number of the materials offered and catalogues, technical literature and samples, wherever necessary, should be forwarded by the supplier.
- b) Please indicate IDR License number and date under which you are licensed to manufacture the Machinery/Equipment offered by you. If not, indicate precisely from whom you propose to procure the equipment and what arrangements are proposed for assembly and supply.
- c) All items should conform to Government/statutory regulations with regard to Safety, handling & environment as applicable.
- d) If the firm comes under MSME, the vendor may upload the credentials in <http://webportal.bel.co.in/supplier-payinfo/msmereg>
- e) Please mention the details, if you are a certified company under Quality system standards ISO 9000 and Environmental Management system standard ISO 14001.
- f) If the items are approved under LCSO, JSS etc., the details with validity shall be indicated.

6. Terms of Price:

Quotation should be submitted on 'F.O.R. ----- 'or' F.O.R. BEL factory basis. The prices should be firm and not subject to alteration on any account.

7. Validity:

The quotation must remain valid for a minimum period of 90 days from the closing date.

8. Extras:

For Quotations Ex. Works/Ex-Godown/F.O.R dispatching station, the total packed weight of material should be indicated by the supplier to enable BEL to calculate the freight charges on materials up to factory. For quotations Ex-Works/Ex-Godown, the approximate packing and Forwarding charges, should also be indicated by the Supplier.

9. Sales Tax:

No sales tax or any other tax will be payable by BEL unless payment of same is specifically stipulated by the supplier in their quotation and the same is legally leviable. Central Sales Tax will be payable at the concessional rates against Form 'C' on materials covered under BEL's Central Sales Tax Registration No.CST. 10050292 dt. 2.7.1957. Local taxes will be payable as applicable.

10. Insurance:

The supplier shall be responsible and should cover the Insurance for all transit risks of the materials to be supplied against their quotations 'F.O.R Bangalore' and 'F.O.R. BEL's Factory unless otherwise stated specifically by the supplier in their quotation. The Insurance of materials against quotations "Ex-works / Ex-Godown / F.O.R. dispatching station" will be arranged by BEL.

11. Delivery Date:

The supplier must indicate the firm delivery date by which the materials will be dispatched by them from the date of receipt of BEL's order. Should the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEL shall be entitled at their option:

- a) To recover from the supplier agreed liquidated damages, and not by way of penalty of sum of 0.5% (2.5% in case of purchase orders placed on time preference basis) of the value of any stores not supplied in time for each week of delay or part of a week with a ceiling of 10% (25% in case of purchase orders placed on time preference basis) , or
- b) To purchase elsewhere, at the risk and cost of the supplier, the stores not delivered, or.
- c) To cancel the Purchase Order.

In the event of action being taken under b) & c) the supplier shall be liable for any loss which BEL may sustain but the supplier shall not be entitled to any gain on repurchase made against default.

12. Guarantee:

Any material / equipment supplied should be free from any defects arising from faulty material, design or workmanship and should be guaranteed for quality / satisfactory performance for a minimum period of 12 calendar months (or as specified) from the date of receipt and acceptance of materials / satisfactory installation and commissioning or 15 months (or as specified) from the date of despatch. During this guarantee period, if any defects develop arising from faulty material, design or workmanship, the supplier shall remedy such defects at his own cost. If it becomes necessary, the supplier should replace any defective portion of the goods or replace the material / equipment as a whole.

13. Inspection:

Material on its arrival at BEL's factory / site will be inspected by BEL's Inspection Department and their decision in the matter will be considered final and Copy of Inspection Report will be forwarded to the supplier in case of rejections. The rejected materials will be returned to the supplier for replacement and all charges on same will have to be borne by the supplier. The pre-despatch inspection can be made by BEL / nominated agency / certifying agency or by vendor himself if he is specifically authorized for self inspection. Payment of pre-despatch inspection charges will be as mutually agreed.

14. Payment:

The payment will be made against supplier's bills by Account Payee crossed cheque / through ECS / EFT only for accepted materials (as per finalised ICRR / GR) within 30 days from the date of receipt of material or submission of bills whichever is later. Normally no request for Advance Payment is entertained. All Units/SBUs shall negotiate and avoid Advance payment clause for any Purchase Order. However, where Advance Payment is considered in select cases, the same may be allowed as per BEL terms, subject to furnishing Bank Guarantee from a scheduled commercial Bank (other than Cooperative Bank) for an amount equal to 110% of the advance released or the advance released plus estimated interest amount on the advance (calculated at the SBI PLR rate) for the period of advance likely to remain with the Supplier, whichever is higher.

Penal Interest:

If the payment terms involves grant of advance, then penal interest (equivalent to 2% above the prevailing SBI PLR rate) on advance will be charged in cases where the supplier is unable to execute the order for whatever reason resulting in cancellation / short-closure of the order / delay in supplies. The delayed period will be calculated with reference to scheduled date of supplies / completion of milestones as per the purchase order.

15. Evaluation of "L1"

Cost to BEL and compliances to RFQ, conditions like delivery requirements, packing, etc. would be the basis while evaluating L1. Payment terms including advances, if any, will be considered while working out cost to BEL.

16. Certificate of Conformance / Test reports shall be sent for each item along with the consignment.

17. Packing instructions as mentioned in BEL's Corporate Standards / Drawings to be complied.

18. In case of shelf life items, please indicate the same.

19. BEL reserves the right to accept or reject any quotation or part of the quotation without assigning any reasons. BEL reserves the right of ordering part quantities without assigning reasons and the supplier shall supply the ordered quantity at accepted rates.

20. BEL may exercise an option of placing repeat order for a maximum quantity up to 120% of the original order quantity within 18 months from the date of original order at the same terms and conditions of the original order.

21. Price Preference to Central Public Sector Undertakings / Small Scale Sector / Others will be applicable as per the Government order in force.

22. Vendors are liable for de-registration / suspension / banning from the business as per the rules of the company in force.

23. The tendered rate against each item indicated in the RFQ should be indicated both in words and figures. In case of any clerical error between the rates indicated in figures and word, the rates quoted in words would prevail. If there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall be taken to prevail.

24. Purchase Preference to Micro, Small Enterprise (MSE) :

As per the government guidelines 20% of the order shall be placed on eligible MSE. Non-MSE "L1" vendor shall agree to accept the order for 80% of RFQ quantity. If the firm is MSME and not yet registered the credential with BEL, please visit URL : <http://webportal.bel.co.in/supplier-payinfo/msmereg> and upload your MSME credential.

Following process will be adopted to place order on MSE under purchase preference for MSE :

If following conditions are met :

- a) L1 vendor is Non MSE
- b) Vendor(s) other than L1 is / are MSE
- c) Price quoted by MSE vendor is with L1+15% of L1
- d) Purchase preference : 20% of the order quantity will be ordered on MSE vendor matches the L1 price. If 20% of the order quantity is fractional, the lower whole number will be considered.

- e) If MSE vendor do not accept the quantity on L1 price, 100% order will be placed on L1 vendor. If more than one MSEs are in range of L1+15%, all such MSEs will be given an opportunity and quantity will be shared proportionately(subject to order quantity being adequate for this purpose)

25. Integrity Pact and Bank Guarantee:

The supplier at their own cost is required to sign the integrity Pact with BEL and provide Bank Guarantee for an amount as per BEL purchase policy based on the intimation given by the Purchase department. Also the Supplier should agree to sign the integrity pact as and when changes are made in the purchase policy as intimated by purchase department.

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STANDARD TERMS, CONDITIONS & INSTRUCTIONS TO PURCHASE ORDER (Inland)

1. Acknowledgement:

An acknowledgement of this Purchase Order should be sent to BEL by the supplier confirming their agreement regarding specifications, quantity, prices, terms of payment and delivery schedule as indicated in BEL's Purchase Order, within 3 days of its receipt by the supplier. If no confirmation is received from Supplier within 7 days from the date of despatch of the Purchase Order, it shall be presumed that the terms and conditions of the Purchase Order are acceptable to the Supplier.

2. Price:

The price indicated in the Purchase Order is firm and not subject to alteration on any account unless specified otherwise in the terms and conditions of Purchase Order.

2.1 BEL may exercise an option of placing repeat order for a maximum quantity upto 120% of the original order quantity within 18 months from the date of original order at the same terms and conditions of the original order.

3. Delivery Schedule:

Time is the essence of contract and the materials against this Purchase Order must be delivered by the supplier according to the delivery schedule indicated in the Purchase Order. In case of any change, the supplier should inform BEL in advance and obtain the approval for the revised delivery schedule. Should the supplier fail to deliver the materials or part thereof as per the agreed delivery schedule, BEL shall be entitled at BEL's option either to recover from the supplier as agreed, liquidated damages a sum equivalent to 0.5% (2.5% in case of purchase orders placed on time preference basis) of the value of materials not supplied in time for every week's delay or part thereof subject to maximum of

10% (25% in case of purchase orders placed on time preference basis) or to cancel the Order and purchase materials elsewhere at the risk and cost of the supplier.

LD Charges as applicable shall be deducted for the delayed period of delivery without communication to the supplier unless communication is received from the supplier / Purchase Department for not deducting the LD charges with due justification for the delay on the account of BEL supported with Purchase Order amendment.

4. Packing:

The supplier will be held responsible for the stores being securely and properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure their being free from loss or damage on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the supplier. Packing shall allow for easy removal and checking on site and comply with carrier's conditions of packing or established trade practices. Material should be securely packed by the supplier and a copy of packing note should be placed just below the lid of the package. In case one consolidated Packing Note is prepared for materials packed in more than one package, copies of same should be placed in all packages with a tick mark against the items packed in that particular package. The package should bear sender's and BEL's full name and address on one side and BEL's Purchase Order number, case markings, gross weight etc., on the other side. If items are packed, clubbing various orders, package for each item shall have BEL's Purchase Order no, and your invoice no, date & Qty.

The supplier shall not use non-biodegradable plastics for packing. The supplier shall ensure adherence to phytosanitation certification if applicable. The supplier shall ensure marking on the consignment relevant instructions for storage and handling of Acids, Alkalies, Medicines like Pethidine Injection, PCB Laminates, Items requiring cold storage condition etc. The supplier shall provide appropriate MSDS for such items as deemed necessary.

5. Despatch of Materials:

a) Ex. Works/Ex-Godown/F.O.R dispatching station: All materials must be consigned directly to the destination specified in the Purchase Order and not on 'self' basis.

Materials by goods / passenger train should be booked to the destination specified in the Purchase Order. Materials despatched by Lorry Service should be sent through BEL approved Transport Carrier as specified in the Purchase Order on door delivery basis to the destination specified, indicating clearly Purchase Order Number. Supply quantity shall not exceed the ordered quantity unless otherwise specified in the Purchase Order.

b) F.O.R. Destination: The freight charges for material up to destination in respect of Purchase Orders placed against quotations on 'F.O.R. Destination' basis will be borne by the supplier and the consignments will be sent 'freight pre-paid' door delivery basis. In case, consignments are booked on 'freight to pay' basis, freight charges incurred by BEL will be recovered from the supplier's bill.

c) Despatch documents

Despatch documents viz. Railway Receipt / Parcel Way Bill / Lorry Receipt /Airway Bill, 2 copies of Delivery Challan and Packing Notes, should be posted to in-charge Stores Department of respective SBU / Unit as specified in Purchase Order, along with the original bills (Duplicate / Transporter copy shall accompany the consignment) by the supplier immediately after despatch of materials, so as to reach sufficiently in advance of the arrival of the materials, failing which demurrage charges, if any, incurred by BEL will be recovered from the supplier's bills. One copy of the bill should be sent to Manager Purchase concerned Unit /SBU directly. Since the air consignments are received much earlier than the documents, it is requested that the same must be booked directly to Bharat Electronics Limited and on 'Self' basis. Further the consignee copy of Air Way Bill should be delivered to the concerned Airlines along with the consignment, so that we can take delivery of same immediately on its arrival. This will not affect in any way the payment through Bank, wherever the same has been agreed to by BEL. In case this is not adhered to by the Supplier, the storage charges incurred by BEL will be debited to them. The supplier's Sales Tax / Central Sales Tax No. and date as well as concerned BEL Unit's Sales Tax No., date, TIN No., and Central Sales Tax No, and date must be indicated by the supplier in their Delivery Challan and Bill. The Sales Tax declaration forms will be issued wherever necessary after receipt and acceptance of materials and payment made.

6. Insurance:

For Purchase Orders placed against quotations on 'F.O.R. destination' basis the supplier shall be responsible for shortages / damages during transit and as such the consignments may be insured by him at his option and cost. For all other orders, necessary particulars of despatch must be intimated to BEL by the supplier immediately for arranging insurance, failing which the supplier shall be held liable for shortages / damages, if any, during transit. If the value of a single consignment exceeds Rs.One Crore (or as per the terms of the Insurance Policy), prior insurance declaration should be sent by telegram / e-mail / fax to the insurance company (Name and details of the Insurer to be furnished by BEL).

7. Inspection:

Material on its arrival at BEL / site will be inspected by the Inspection Department and their decision in the matter will be final and Copy of Inspection Report will be forwarded to the supplier in case of rejections. The pre-despatch inspections, if any, as agreed will be made by BEL / nominated agency / certifying agency or by vendor himself if he is specifically authorized for self inspection. Payment towards pre-despatch inspection charges will be as mutually agreed upon.

The delay in offering the sample for inspection prior to bulk supply or delay in communicating for the pre-dispatch inspection shall amount to delayed delivery and LD charge shall be applicable.

Rejected Materials: The rejected materials will be returned to the supplier for replacement and all charges on same will have to be borne by the supplier. The rejected material, if not collected, will lie in BEL's factory premises at the risk and cost of the supplier, pending receipt of disposal instructions from him. If so desired by the supplier, the rejected materials, for which no payment has been made by BEL against documents, may be packed and returned to the supplier for arranging replacement /rectification on 'freight to pay' basis at his cost and risk and the dispatch documents will be forwarded to the supplier directly by BEL's Manager Stores to enable him to arrange Insurance and take delivery of same. Whenever payment has already been made by BEL to the supplier against despatch documents, the rejected material will be returned to the supplier against

refund of amount already paid by BEL. In such cases, the despatch document for the returned materials along with a Debit Note for the amount already paid will be negotiated through BEL's designated Bank by BEL's Accounts Officer (Bills Payable). The supplier shall, therefore, retire the documents and thus arrange refund of payment already received by them for rejected materials sent back to them, for replacement /rectification. The packing, freight charges etc., on replacement of returned materials shall be borne by the supplier irrespective of the terms in the Purchase Order, since such charges were already incurred and borne by BEL on the original consignment, rejected and returned to the supplier. In case the rejected materials are not required to be replaced, freight, Insurance charges etc., incurred by BEL on the original consignment shall be recovered from the supplier's bill.

8. Guarantee:

Any material / equipment supplied should be free from any defects arising from faulty material, design, workmanship or manufacturing defects and should be guaranteed for quality / satisfactory performance for a minimum period of 12calendar months (or as specified) from the date of receipt and acceptance of materials / satisfactory installation and commissioning or 15 months (or as specified) from the date of despatch. During this guarantee period, if any defects develop arising from faulty material, design, workmanship or manufacturing defects the supplier shall remedy such defects at his own cost. If it becomes necessary, the supplier should replace any defective portion of the goods or replace the material /equipment as a whole.

9. Payment:

- a) Bills, in original along with duplicate copy, in respect of supplies made by the supplier quoting BEL's Purchase Order and date should be forwarded by the supplier directly to Manager Stores and the triplicate copy of bill should be sent to Manager Purchase for information. The bills should be accompanied by despatch documents for supplies from out station and in case of local deliveries the same should be submitted along with a copy of Delivery Challan, duly signed by Manager Stores for having received the material. Unless expressly agreed to by BEL in the Purchase Order or subsequent amendment issued in writing, payment will not be made by BEL for any kind of taxes, like Sales Tax, Turnover Tax, Excise, Octroi etc. Other charges like forwarding, freight prepaid

by the supplier etc., wherever admissible should be substantiated by the supplier by submitting original vouchers along with their bill.

- b)** The supplier may avail Bill Discounting Facility offered by various banks and forward their bills to BEL through bank for delivering same to BEL without payment. In such cases the payment of the bill will be made by BEL to the concerned bank through which the bill has been received by BEL.
- c)** The payment will be made against supplier's bills by Account Payee crossed cheque / through ECS / EFT only for accepted materials within 30 days from the date of receipt of material or submission of bills whichever is later or as agreed upon.
- d)** Supplier shall ensure submission of bank account details along with PAN Card Copy and Original Cancelled Cheque for processing Payment through ECS, immediately on acknowledgment of Purchase Order.
- e)** The supplier may check the payment status in "www.bel-india.com ", under vendor payment info. The vendor payment details can be access as follows:
 - (i) Click 'Vendor payment information'.
 - (ii) Enter 'Vendor Code' (as printed on the P.O)
 - (iii) Enter 'User ID' (Vendor Code as in the P.O)
 - (iv) Enter 'Password' (Vendor Code in the small case).

10. **Force Majeure:**

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held

responsible for such delays / failures. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

11. Appropriation:

Whenever under this contract any sum of money is recoverable from and payable by the supplier, BEL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the supplier in this or any other contract entered by BEL as a whole, including its Units and Offices etc., with the supplier alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the supplier shall pay to BEL on demand the remaining balance due.

12. Bribes and Gifts:

Any bribe, commission, gifts or advantage given / promised or offered by the supplier to any employee of BEL shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of this and all other orders and also to payment of any loss or damage resulting from and such cancellation.

13. Indemnity:

The supplier shall at all times indemnify BEL against all claims which may be made in respect of materials for infringement of any right protected by Patent, Registration of Design or Trade Mark and shall take all risk of accidents or damage which causes a failure of the supply.

14. Arbitration:

All disputes regarding this order shall be referred to Chairman and Managing Director of BEL or his nominee for the purpose of arbitration who shall have all relevant powers provided for in the Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof in force.

15. Jurisdiction:

This order shall be governed by the Laws of Indian Union in force. Only competent courts shall have the jurisdiction as provided under the Indian Arbitration and Conciliation Act 1996, or any statutory modifications thereof in force on any matter arising out of any Arbitration proceedings under this contract.

16. Reference:

The Purchase Order No. and date should always be quoted in all correspondence, Delivery Challans, Packing Notes, Bills / Invoices etc. All communication should be addressed to the Purchase Order Issuing Authority.

17. Despatch Documents:

- I) Supplier should ensure that duplicate copy of invoice for transporter should accompany the consignment.
- II) Invoice should bear the following:

- i) The ECC (.....) Number. of BEL. (to be filled by Purchase Department)
- ii) TIN (Tax Identification Number) (to be filled by Purchase Department)
- iii) Excise Chapter heading of the goods and description of the goods. (to be filled by Supplier)
- iv) Excise Range and division of supplier (to be filled by Supplier)
- v) BEL Excise range address is (to be filled by Purchase Department)

- vi) Details of the Range, Division and Commissionerate (to be filled by Purchase Department)

18. TREM (Transport Emergency) CARD:

Please ensure that the hazardous chemicals are transported to BEL premises by a driver having a transport emergency card. BEL is not responsible for any calamity during transportation till the goods reach BEL premises.

19. Any specific Terms / Conditions mentioned in PO will supersede these general terms.

20. Integrity Pact and Bank Guarantee:

The supplier at their own cost is required to sign the integrity Pact with BEL and provide Bank Guarantee for an amount as per BEL purchase policy based on the intimation given by the Purchase department. Also the Supplier should agree to sign the integrity pact as and when changes are made in the purchase policy as intimated by purchase department.

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मानक निबंधन व शर्तें (अंतर्देशीय पूछताछ)

1. इस पूछताछ से परिणामित कोटेशन तथा कोई आदेश बीईएल की संविदा की शर्तों द्वारा नियंत्रित होगा और यह माना जाएगा कि इस पूछताछ के समक्ष कोट करने वाले पूर्तिकर्ता ने इन्हें पढ़ और समझ लिया है।
2. जहाँ पूर्तिकर्ता द्वारा कारोबार के जवाबी निबंधन व शर्तें प्रस्तुत की जाती हैं, तो यह नहीं माना जाएगा कि हम उनके द्वारा नियंत्रित हों जब तक कि उन पर बीईएल की लिखित सहमति नहीं दी जाती।
3. उत्तरवर्ती पत्राचार में बताए जाने पर, बीईएल द्वारा ऐसी किसी शर्त या निबंधन पर विचार नहीं किया जाएगा जिसकी सूचना कोटेशन पेश करते समय पूर्तिकर्ता द्वारा नहीं दी गई थी।

4. कोटेशन -

निविदाकार को अपनी न्यूनतम कीमतें कोट करनी चाहिए। आवश्यकता पड़ने पर चयनित मामलों में केवल एल1 के साथ वार्ताएँ, यदि कोई हो, आयोजित की जाएँगी।

पूर्तिकर्ताओं को इस पूछताछ के समक्ष अपने प्रस्ताव पेश करने चाहिए। पूर्तिकर्ताओं को अतिरिक्त जानकारी, यदि कोई हो, एक प्रावरण पत्र में प्रस्तुत करना चाहिए। कोटेशन पर पूछताछ/निविदा संख्या तथा अंतिम तारीख दर्शाते हुए उसे सीलबंद लिफाफे में भेजा जाना चाहिए और अंतिम तारीख से पहले बीईएल के कार्यालय में मिल जाना चाहिए। देर से प्राप्त कोटेशनों पर विचार नहीं किया जाएगा। फैंक्स/ई-मेल द्वारा भेजे गए प्रस्ताव भी स्वीकार्य हैं। द्वि-बोली प्रणाली के मामले में, प्रत्येक पूछताछ/निविदा के समक्ष, टेक्नो-कमर्शियल तथा कीमत की बोलियों को आरएफक्यू का हवाला देते हुए अलग से पहचाने जाने योग्य सीलबंद लिफाफों में दोनों को एक दूसरे लिफाफे में रखकर, साथ-साथ प्रस्तुत करना चाहिए।

निविदाकार/प्राधिकृत प्रतिनिधि जो ई-निविदा के अलावा मामलों में, निविदा खोले जाने के दौरान उपस्थित रहना चाहते हैं, का स्वागत है।

5. विनिर्देश -

क) बीईएल के विनिर्देशों का सख्ती से पालन करने वाली सामग्रियाँ प्रस्तुत की जानी चाहिए। विनिर्देशों में विचलन, यदि कोई हो, के बारे में पूर्तिकर्ता को अपने कोटेशन में स्पष्ट रूप से दर्शाना चाहिए। पूर्तिकर्ता को प्रस्तुत सामग्रियों का मेक/टाइप, संख्या भी दर्शानी चाहिए और जहाँ कहीं आवश्यक हो, मूल्य सूची, तकनीकी साहित्य एवं नमूने अग्रेषित करने चाहिए।

ख) कृपया आईडीआर लाइसेंस संख्या और तारीख दर्शाएँ जिसके तहत आप अपने द्वारा प्रस्तुत मशीनरी / उपस्कर का निर्माण करने के लिए लाइसेंस प्राप्त हैं। यदि नहीं, तो यह स्पष्ट रूप से दर्शाएँ कि किससे उपस्कर का प्रापण करना प्रस्तावित है और असंबली एवं आपूर्ति के लिए कौन सी व्यवस्था प्रस्तावित है।

ग) सभी मर्दों को संरक्षा, संचालन एवं पर्यावरण, यथा लागू, के संबंध में सरकारी/सांविधिक विनियमों के अनुरूप होना चाहिए।

घ) आपकी फर्म एसएसआई वर्ग के तहत आती है तो कृपया उसे अपने प्रस्ताव में दर्शाएँ।

ड) यदि आपकी कंपनी गुणता प्रणाली मानक आईएसओ 9000 तथा पर्यावरण प्रबंधन प्रणाली मानक आईएसओ 14001 के तहत प्रमाणित है तो उसके ब्यौरे बताएँ ।

च) यदि मर्दे एलसीएसओ, जेएसएस आदि के तहत अनुमोदित हैं, तो वैधता संबंधी ब्यौरे दर्शाएँ जाएँगे ।

6. कीमत संबंधी निबंधन -

कोटेशन 'एफ.ओ.आर. _ _ _ _ अथवा एफ.ओ.आर. बीईएल कारखाना आधार' पर प्रस्तुत किए जाने चाहिए । कीमतें निश्चित होनी चाहिए और किसी भी कारण से उनमें बदलाव नहीं किया जाना चाहिए ।

7. वैधता -

कोटेशन को अंतिम तारीख से 90 दिनों की न्यूनतम अवधि के लिए वैध रहना चाहिए ।

8. अतिरिक्त प्रभार -

निर्माणी बाह्य/गोदाम से बाहर/एफ.ओ.आर. प्रेषण वाले स्टेशन के कोटेशनों के लिए, पूर्तिकर्ता द्वारा पैक की गई सामग्री का कुल वजन दर्शाया जाना चाहिए ताकि बीईएल कारखाना तक सामग्रियों पर माल भाड़े का परिकलन कर सके । निर्माणी बाह्य/गोदाम से बाहर के कोटेशनों के लिए, अनुमानित पैकिंग तथा अग्रेषण प्रभार भी पूर्तिकर्ता द्वारा दर्शाए जाने चाहिए ।

9. विक्रय कर -

बीईएल द्वारा कोई विक्रय कर या अन्य कोई कर देय नहीं होगा जब तक कि ऐसे भुगतान को पूर्तिकर्ता द्वारा अपने कोटेशन में विशिष्ट रूप से निर्दिष्ट न किया जाए और वह विधिक रूप से उगाही योग्य हो । बीईएल के केन्द्रीय विक्रय कर पंजीकरण सं. सीएसटी 10050292 दिनांक 02.07.1957 के तहत शामिल सामग्रियों पर केन्द्रीय विक्रय कर फार्म 'सी' के समक्ष रियायती दरों पर प्रदेय होगा । स्थानीय कर यथा लागू प्रदेय होंगे ।

10. बीमा -

इसके लिए पूर्तिकर्ता उत्तरदायी होंगे और उन्हें 'एफ.ओ.आर. बेंगलूर' तथा 'एफ.ओ.आर. बीईएल कारखाना' के अपने कोटेशनों के समक्ष आपूर्ति की जाने वाली सामग्रियों के सभी मार्गस्थ जोखिमों के लिए बीमा रक्षा करेंगे जब तक कि पूर्तिकर्ता द्वारा अपने कोटेशन में अन्यथा विशिष्ट रूप से न कहा जाए । "निर्माणी बाह्य/गोदाम से बाहर/एफ.ओ.आर. प्रेषण वाले स्टेशन" के कोटेशनों के समक्ष सामग्रियों के बीमा की व्यवस्था बीईएल द्वारा की जाएगी ।

11. सुपुर्दगी की तारीख -

पूर्तिकर्ता को बीईएल के आदेश को प्राप्त करने की तारीख से लेकर सामग्रियों के प्रेषण की निश्चित सुपुर्दगी तारीख दर्शाना होगा । यदि पूर्तिकर्ता स्टोर्स या उसके किसी परेषण की सुपुर्दगी निर्धारित समय के भीतर करने में विफल होते हैं, तो बीईएल अपने निम्नलिखित विकल्प के लिए हकदार होगी -

क) पूर्तिकर्ता से अधिनिर्णीत हर्जाना वसूल करना, जो 10% की ऊपरी सीमा (समय अधिमान आधार पर दिए गए खरीद आदेशों के मामले में 25%) के साथ प्रत्येक सप्ताह या सप्ताह के भाग के किसी विलंब

के लिए, समय पर आपूर्ति न किए गए स्टोर्स के मूल्य का 0.5% (समय अधिमान आधार पर दिए गए खरीद आदेशों के मामले में 2.5%) की राशि के जुर्माने के रूप में नहीं होगी, अथवा

ख) पूर्तिकर्ता की जोखिम और लागत पर उसके द्वारा आपूरित न किए गए स्टोर्स को अन्य स्रोत से खरीदना, या

ग) क्रय आदेश को रद्द करना ।

उपर्युक्त ख) और ग) के तहत की जा रही कार्रवाई के मामले में, बीईएल को होने वाली किसी हानि के लिए पूर्तिकर्ता उत्तरदायी होंगे लेकिन पूर्तिकर्ता डिफाल्ट के समक्ष की गई पुनर्खरीद पर कोई अभिलाभ प्राप्त करने के हकदार नहीं होंगे ।

12. गारंटी -

आपूरित सामग्री/उपस्कर को दोषपूर्ण सामग्री, अभिकल्प या कर्म-कौशल से उत्पन्न होने वाले दोषों से मुक्त होना चाहिए तथा सामग्रियों को प्राप्त तथा स्वीकार करने/संतोषजनक संस्थापना एवं कार्यारंभ की तारीख से 12 कैलेंडर माह (या जैसा निर्दिष्ट हो) अथवा प्रेषण की तारीख से 15 माह (या जैसा निर्दिष्ट हो) की न्यूनतम अवधि के लिए गुणता/संतोषजनक कार्य-निष्पादन के लिए गारंटीकृत होना चाहिए । इस गारंटी अवधि के दौरान, यदि दोषपूर्ण सामग्री, अभिकल्प या कर्म-कौशल के कारण कोई दोष उत्पन्न होता है तो पूर्तिकर्ता अपनी लागत पर ऐसे दोषों को दूर करेंगे । यदि आवश्यक हो, तो पूर्तिकर्ता को माल के दोषपूर्ण हिस्से को बदल देना चाहिए या पूरी सामग्री / उपस्कर हो ही बदल देना चाहिए ।

13. निरीक्षण -

बीईएल के कारखाने / स्थल पर सामग्रियों को आगमन पर उनका निरीक्षण बीईएल के निरीक्षण विभाग द्वारा किया जाएगा और इस विषय पर उनके निर्णय को अंतिम माना जाएगा और अस्वीकृतियों के मामले में निरीक्षण रिपोर्ट की प्रति पूर्तिकर्ता को अग्रेषित की जाएगी । अस्वीकृत सामग्रियाँ प्रतिस्थापन के लिए पूर्तिकर्ता को वापस की जाएँगी और इस पर लगने वाले सभी प्रभार पूर्तिकर्ता द्वारा वहन किए जाएँगे । प्रेषण-पूर्व निरीक्षण बीईएल/नामित एजेन्सी/प्रमाणकर्ता एजेन्सी या स्वयं विक्रेता द्वारा, यदि वे स्व-निरीक्षण के लिए विशिष्ट रूप से प्राधिकृत हों, किया जा सकता है । प्रेषण-पूर्व निरीक्षण के प्रभारों का भुगतान आपसी सहमति के अनुसार किया जाएगा ।

14. भुगतान -

सामग्री के प्राप्त होने या बिलों को प्रस्तुत करने, जो भी बाद में हो, की तारीख से 30 दिनों के भीतर, केवल स्वीकृत सामग्रियों के लिए (अंतिम आईसीआरआर / जीआर के अनुसार) पूर्तिकर्ता के बिलों के समक्ष आदाता खाते के रेखांकित चैक द्वारा / ईसीएस / ईएफटी के माध्यम से भुगतान किया जाएगा ।

सामान्यतः अग्रिम भुगतान के किसी अनुरोध पर विचार नहीं किया जाएगा । बहरहाल, कुछेक मामलों में, जहाँ अग्रिम भुगतान पर विचार किया जाता है, वहाँ जारी की गई अग्रिम राशि के 110% की समतुल्य राशि अथवा जारी की गई अग्रिम राशि तथा पूर्तिकर्ता के पास रखे जाने हेतु संभावित अग्रिम अवधि के लिए अग्रिम राशि पर प्राक्कलित ब्याज (एसबीआई की पीएलआर दर पर परिकलित) की समतुल्य राशि, इनमें से जो भी उच्चतर हो, के लिए अनुसूचित वाणिज्यिक बैंक (सहकारी बैंक के अलावा) से बैंक गारंटी प्रस्तुत करने की शर्त पर, बीईएल के निबंधनों के अनुसार इसकी अनुमति दी जा सकती है ।

दंड स्वरूप ब्याज -

यदि भुगतान के निबंधनों में अग्रिम दिया जाना शामिल है, तो ऐसे मामलों में जहाँ पूर्तिकर्ता किसी भी कारण से आदेश निष्पादित करने में असमर्थ होते हैं, जो आदेश को रद्द करने / समय से पहले समाप्त करने / आपूर्तियों में विलंब में परिणामित होता है, अग्रिम राशि पर दंड स्वरूप ब्याज (एसबीआई की प्रचलित पीएलआर दर से 2% अधिक राशि के समतुल्य) प्रभारित किया जाएगा। विलंबित अवधि का परिकलन क्रय आदेश के अनुसार आपूर्तियों की अनुसूचित तारीख / मील-पत्थरों के समापन के संदर्भ में किया जाएगा।

15. एल 1 का मूल्यांकन -

बीईएल को आने वाली लागत तथा आरएफक्यू की शर्तों जैसे सुपर्दगी की आवश्यकताएँ, पैकिंग आदि के अनुपालन एल1 का मूल्यांकन करने का आधार होंगे। बीईएल को आने वाली लागत का परिकलन करते समय अग्रिम राशियाँ, यदि कोई हो, सहित भुगतान के निबंधनों पर विचार किया जाएगा।

16. परेषण के साथ-साथ प्रत्येक मद के लिए अनुरूपता का प्रमाण-पत्र / जाँच रिपोर्ट भेजी जाएँगी।

17. बीईएल के कार्पोरेट मानकों / रेखाचित्रों में यथा उल्लिखित पैकिंग अनुदेशों का पालन किया जाना है।

18. शेल्फ लाइफ़ वाली मदों के मामले में, कृपया इसका उल्लेख करें।

19. बीईएल बिना कोई कारण बताए कोटेशन को या कोटेशन के किसी हिस्से को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखती है। बीईएल बिना कोई कारण बताए आंशिक प्रमात्रा का आदेश देने का अधिकार सुरक्षित रखती है और पूर्तिकर्ता स्वीकृत दरों पर आदेशित प्रमात्रा की आपूर्ति करेंगे।

20. बीईएल मूल आदेश के निबंधन व शर्तों पर मूल आदेश की तारीख से 12 महीनों के भीतर मूल आदेश की प्रमात्रा के 100% तक अधिकतम प्रमात्रा के लिए दोबारा आदेश देने का विकल्प ले सकती है।

21. केन्द्रीय सरकारी क्षेत्र उपक्रमों/लघु उद्योग क्षेत्र/अन्य के लिए कीमत वरीयता प्रचलित सरकारी आदेश के अनुसार लागू होगी।

22. कंपनी के लागू नियमों के अनुसार विक्रेताओं का पंजीकरण रद्द किया जा सकता है / उन्हें कारोबार से निलंबित / प्रतिबंधित किया जा सकता है।

23. आरएफक्यू में दर्शित प्रत्येक मद के समक्ष निविदा द्वारा तय की गई दर शब्द और संख्या दोनों में दर्शाई जानी चाहिए। संख्या और शब्द में दर्शित दरों में कोई लिपिकीय त्रुटि होने पर, शब्दों में उद्धृत दरें लागू होंगी। यदि दर और प्रदान किए गए मूल्य के बीच कोई अंतर होता है (निविदा की प्रमात्रा के साथ गुणा करने के बाद) तो उद्धृत दर को लागू माना जाएगा।