

### Terms & Condition for the Bid/RFx

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	This RFX is being issued with no financial commitment and BEL reserves the right to to change or vary any part thereof at any stage. BEL also reserves the right to withdraw the RFQ should it be so necessary at any stage.
3	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.
4	<p>QUOTATION should be sent through SRM Portal "www.srm.bel.co.in" only. In case of difficulty in sending the quotation, please contact Corporate IS e-mail ID srmadmin@bel.co.in or concerned purchase officer/ sender as per RFX or contact SRM admin through contact details available on website "www.srm.bel.co.in". Phone No: 080-22195099, 22195783.</p> <p>If the vendor is not able to submit quote on SRM due to any genuine reasons then post confirmation from Purchase officer, bid can be submitted to mail ID "purdccs_quotation@bel.co.in"</p>
5	Quotation received after the closing date & time will not be considered.
6	Prefer bid submission prior to closing day, to avoid last moment rush.
7	Against any RFQ, either OEM or their Indian representative, on behalf of OEM, should quote. If an authorised rep. Submits bid on behalf of principle/OEM, the same authorised rep should not bid on the behalf of another Principle/OEM for the same RFQ/Tender for same item/Product. In case of bidder is rep of OEM. One Rep shall quote for one OEM only.
8	<p>Item specification (s) must be as per RFQ/ BEL Drawing/ MPN (Combination of OEM and Manufacturer Part Number as per RFQ/Bid Invitation). In case of any alternate item offered must be accompany with its datasheet. Also attached all relevant documents.</p> <p><b>BEL reserves all right to accept or reject the tender on the basis of deviation(s).</b></p>
9	Please submit your lowest quote and best delivery schedule considering all terms & condition mentioned in Annexure-A. The prices should be firm and not subject to increase on any account. Separate L1 will be decided for each item unless otherwise stated in Annexure-A.
10	<p>Our standard term &amp; conditions of the tender enquiry are enclosed as <b>Annexure-A , Annexure-B (MSME Preference), Annexure-C.</b></p> <p><b><u>Suppliers are Requested to submit the compliance for RFQ T&amp;C available at Annexure-A along with their quotation.</u></b> Deviations, if any, should be clearly indicated and reasons stated.</p>
11	<b>INTEGRITY PACT :</b> In case of bid amount >= <b>INR 30 Millions (Rs 3 Crores)</b> , The bidder submit integrity pact along with the quotation . 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.
12	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.
13	<b>Evaluation of "L1"--L1 will be decided based on overall values all the items as item required from same OEM</b>
13.1	Cost to BEL and compliances to RFQ conditions like delivery, payment terms, Inco terms, etc. would be the basis while evaluating L1.

	<p>"Purchase preference to Make In India shall be extended to local suppliers for technically accepted offers as per Govt. Of India order (PPO-2017). As per Government guidelines "Purchase preference to Make in India" will be applicable for <b>Purchase Order value above INR 500000 (Five lac Rupees or INR 0.5 Millions ) and to avail the benefit under this purchase preference, at the time of bidding, all eligible local supplier should provide a self certification of Local Content in case Procurement value is less than Rs. 10 Crs. If value is more than Rs. 10 Crs. then Local content is to be certified by Statutory Auditor/Cost Auditor/ Cost accountant or practising chartered accountant.</b></p>
13.2	<p><b>Local supplier not meeting the required level of local content as notified on BEL website or not specifying the local content will not be considered for Purchase preference. BEL decision will be final and binding to vendors.</b></p> <p>For all the information on PPO-2017, its amendments, notifications and clauses, Public Procurement (Preference to make in India) link on BEL website (under 'Make in India initiatives') or the links below shall be referred:  <a href="http://www.bel-india.in/ContentPage.aspx?MId=20&amp;CId=0&amp;LId=1&amp;link=0">http://www.bel-india.in/ContentPage.aspx?MId=20&amp;CId=0&amp;LId=1&amp;link=0</a>  <a href="http://bel-india.in/Documentviews.aspx?fileName=PPP-MII-Order-dated-4th-June-2020.pdf">http://bel-india.in/Documentviews.aspx?fileName=PPP-MII-Order-dated-4th-June-2020.pdf</a></p>
13.3	<p>In case of MSME supplier (Applicable Only for Indian Vendors), submit your latest MSME certificate along with the Bid. For MSME supplier, Purchase preference and Payment Terms will be as per government guidelines. Please refer <b>Annexure-B for MSME preference.</b></p>
14	<p>If the supplier/OEM is not interested to quote due to any reason against the published RFX then it is required to submit a regret mail with reason on mail-ID Purchase Officer.</p>
15	<p>BEL reserves the right to accept or reject any quotation or part of the quotation without assigning any reasons.</p>
16	<p>It is requested to read all RFQ T&amp;C and submit your quote considering all terms and please confirm the compliance for terms &amp; conditions mentioned in Annexure-A along with your quotation, otherwise it will be assumed that all the terms &amp; conditions mentioned in Annexure-A are acceptable to you.</p>

***Released by Head ( MM-DCCS)***

## Annexure-A

SI No	RFQ Terms & Conditions	Compliance Yes/No	Remarks
1	This is a Two Bid enquiry. Technical (Bid must be in technical folder) & Price bid (Bid must be in price Folder) to be submitted separately in <b>SRM portal Only</b> ( <a href="http://www.srm.bel.co.in">www.srm.bel.co.in</a> ). In case of difficulty in submitting quotation in SRM, it is requested to contact <a href="mailto:srmdadmin@bel.co.in">srmdadmin@bel.co.in</a> and Purchase officer		
2	<b>Techno Commercial Bid must contain:</b> a) Authenticated technical Compliance Document listing Point-Wise Compliance to each specification and deliverables indicated in drawing. b) Detailed Technical Proposal and <b>compliance as per technical Specification (TS) &amp; Drawing</b> with Data sheet for models for proposal. c) Authenticated document of compliance for RFQ Terms & Conditions listing point wise compliance to all commercial terms & Condition d) 'Un-priced bid' along with commercial terms and conditions ( It will be copy of your price-bid without "price " mentioned on it). e) Manufacturer Authorization certificate must be submitted/Uploaded with technical Documents in case of bidder is rep of OEM /Authorized distributor of OEM.		
3	Price bid (Bid must be in price Folder) to be submitted separately. It will contain Complete Priced Commercial Bid.		
4.1	The Technical Bid Shall be opened first. The Price bid shall be opened only for Techno-commercially compliant Bidders		
4.2	The lowest bidder shall be decided on the basis of total quoted price for all the line items against the RFX, all items is required from same OEM.		
5(a)	In Line with the above, deliverables (items/units being supplied) shall include: 1) Two additional set of test cables are to be supplied with item for all interface (required for testing) 1) Items as per RFQ, Technical Specification, Drawing & MPN 2) <b>All Test Reports and warranty certificates.</b> 3) <b>All Material test reports &amp; ESS reports (from NABL accredited labs only) are to be supplied along with the material.</b> 3) Detailed User & Technical Manuals, Operation and Maintenance Manual : This should include Inspection & Maintenance tasks, Repair procedures, Fault Identification & Diagnosis, <b>as applicable</b> . (Hard copy/ soft copy).		
5(b)	<b>Specific requirements:</b> <b>1. DR (Design Review)</b> over VC or physically at BEL within 4 to 6 weeks of placement of order is required. (Please note: this DR and its corresponding changes (if any), have to be included in the delivery period provided by the vendor, as scheduled delivery date will not be modified post release of order.). <b>Design review shall not have any impact on final delivery schedule.</b>		
5(c)	Staggered Delivery Schedule: Material against the RFX is required as per Annexure -1		
6	MOQ , SPQ conditions should be clearly mentioned in the quotations.		
7.(a)	<b>COC &amp; COO Certificate: Certificate of Conformance (COC)</b> and Country of Origin Certificate ( <b>COO</b> ) has to be sent along with the supply. <b>Please Note: OEM should not be of Chinese origin. and COC document must include the conformity to "Environmental and ESS specs etc" as per TS document.</b>		
7.(b)	<b>Certificate of Non Malicious Code (If applicable):</b> Supplier has to submit a certificate of Non Malicious code for material (If applicable).		
8	<b>Our Conditions of supply are following:-</b>		
8.(a)	<b>Terms of price: F.O.R, BEL, Ghaziabad:</b> <b>Recommended Mode of Delivery:</b> Recommended mode of delivery should be defined by supplier for economic and safe transportation supplier must supply the item in suitable packing for safe transportation.		

8.(b)	<p><b>Acceptance Criteria:</b></p> <p><b>Pre dispatch inspection:</b> Items shall be dispatched after Pre dispatch inspection (PDI) clearance. PDI shall include QC checks and Functional Tests by BEL Team. BEL would take a call to inspect the items at the vendor's premises along with end user/ Customer (if required), however final acceptance shall be post arrival of the items at BEL GAD. Full testing facility and test setup preparation shall be the responsibility of the vendor.</p> <p><b>Inspection call:</b> Inspection call for PDI is to be given at least 3-4 weeks ahead of scheduled delivery date. Inspection call shall be given along with COC of equipment, QC check Reports and Functional Testing Report against Finalized ATP. Vendor shall be required to submit draft Acceptance Test Procedure/ Production Test Procedure (ATP/ PTP) document of main equipments within 3-4 weeks of PO release.</p> <p>Final version of ATP/PTP will be validated mutually by BEL and Vendor.</p> <p>All Quantities shall be made ready at the time of giving inspection Call. Inspection Call for Partial quantities shall be allowed based on prior permission from BEL.</p> <p><b>Acceptance:</b> Final acceptance shall be post arrival of the items at BEL GAD. Vendor has to provide necessary support &amp; test jigs, while testing the ordered material post delivery at BEL Ghaziabad.</p>		
8.(c)	<b>Payment terms:</b> 100% payment within 30 days after receipt and acceptance of material at BEL Ghaziabad (No advances are payable).		
8.(d)	<b>Performance Bank Guarantee:</b> PBG equivalent to 3% of order value covering full warranty period plus Three months extra, must be submitted at the time of claiming final payment. PBG must be in the same currency on which order is going to be placed.		
8.(e)	<b>Bank Charges:</b> <i>IN CASE OF FOREIGN SUPPLIER</i> , Bank charges inside India to BEL's account and outside India to supplier's account.		
8.(f)	<b>Warranty:</b> Warranty shall be for <b>12 Months</b> from the date of acceptance of material at BEL-GAD. If the item is rejected, warranty shall start from the date of receipt of accepted item. Supplier has to respond within 7 days of intimation of rejection. Supplier has to rectify the item or provide replacement of the item within 30 days of intimation of rejection; else warranty of the item shall be extended by the delayed period.		
8.(g)	<p><b>Rejection of Material during Warranty :</b> To and fro freight charges including insurance charges to be borne by the supplier for replacement/ re-export of rejected item within the warranty period.</p> <p><b>IN CASE OF FOREIGN SUPPLIERS:</b> Inco terms shall be <b>Ex-Works BEL Ghaziabad</b> for pickup of unserviceable items and <b>DDP, BEL Ghaziabad</b> for delivery after warranty service.</p>		
8 (h)	<b>Delivery and Liquidated Damages:</b> 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% 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% , 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.		
9	<b>Validity of Quotation:</b> 90 days or as mentioned in RFQ.		

10	<b>Following documents are required to submit along the delivery of material:</b> 1) ORIGINAL INVOICE properly mentioning Bill to & Ship address, PO Number, Description , quantity of material & value PACKING LIST, 2) CONFORMITY CERTIFICATE (COC ) of manufacturer (OEM) with proper format.		
11	<b>REPEAT ORDER CLAUSE:</b> 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 placement of original order at the same terms and conditions of the original order.		
12	<b>Option Clause:</b> Purchase orders can be placed under option clause within 18 months from the date of Purchase Order for additional qty upto a max of 50% of the original quantity for the same price and terms & conditions. Option Clause can be exercised within 18 months many times provided the cumulative additional qty of such order for the item does not exceed 50% of the original Purchase Order quantity of the item.		
13	<b>END USER CERTIFICATE:</b> If required, same shall be provided to the supplier on which order is placed. EUC on third part is not acceptable. Supplier must furnish required format with his quote		
14	<b>Purchase Preference to Micro, Small and Medium Enterprise (MSME) :</b> <b>As per attached Annexure-B</b>		
15	<b>Fall Clause:</b> The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence Public Sector Undertakings / Ministry of Defence and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Defence Public Sector Undertakings/ Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal, if the contract has already been concluded. If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such items to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/ sale or offer to sale to the BEL and the price payable under the contract for the items supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.		
16	<b>Force Majeure:</b> 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.		
17	<b>Indemnity:</b> Vendor has to confirm that there are no infringements of any patent right in accordance with the laws prevailing in country from which sub-components are being procured. Supplier will be responsible for infringement, if any. The supplier shall all the time indemnify BEL against any claim, which may be made in respect of materials, for infringement of any right protected by Patent, Registration of Design or Trademark and shall take all risk of accident or damage which may cause a failure of supply.		
18	<b>NON disclosure of contract documents:</b> Except with the written consent of BEL GAD Supplier/OEM shall not disclose the contract or any provision, specification, plan, design, pattern, sample of information thereof to any third party.		
19	<b>PHYTOSANITARY CERTIFICATE:</b> The wood packaging material including dunnage used in packing of the article is to be appropriately treated as per ISPM-15 and a phytosanitary certificate to be attached to the shipping documents. This is required for international supply of goods.		
20	<b>PACKING :</b> While dispatching each item should be identified with BEL part no. and supplier part no. along with PO Number.		
21	Compliance to <b>AS9100 and HSE requirement</b> as per <b>Annexure-C</b> of RFQ.		

**PURCHASEPREFERENCETO-MSME****Annexure-B**

1	Purchase Preference to Micro, Small and Medium Enterprise (MSME) :As per the government guidelines 20% of the order shall be placed on eligible MSE. NonMSE "L1" vendor shall agree to accept the order for 80% of RFQ quantity. Following process will be adopted to place order on MSME under purchase preference forMSME :If following conditions are met :a) L1 vendor is Non MSMEb) Vendor(s) other than L1 is / are MSMEc) Price quoted by MSE vendor is with L1+15% of L1d) Purchase preference : 20% of the order quantity will be ordered on MSME vendormatches the L1 price. If 20% of the order quantity is fractional, the lower wholenumber will be considered.e) If MSME vendor do not accept the quantity on L1 price, 100% order will beplaced on L1 vendor. If more than one MSMEs are in range of L1+15%, all suchMSEs will be given an opportunity and quantity will be shared proportionately (subject to order quantity being adequate for this purpose)Please Note: for eligibility of benefit for MSME, your MSME certificate should be in the same category of PO. (For Example: If PO is for supply of Material then benefit will be pass on to those who are regestered MSME for Manufacturing category)
2	MSE vendors participating in the capacity of "Traders" of the goods being tendered will not be considered as eligible MSME vendors for this bid.
3	Payments, if any, linked to other contractual obligations / milestones, can be claimed on completion of the concerned obligation or against submission of a Bank Guarantee, for an equivalent amount, which is valid until the obligation is completed (Eg : Payment linked to warranty Obligation, Installation at site, Back to Back payments terms etc).
4	In the event of Bank Guarantee being not submitted the amounts not payable to the MSME vendors due to pending performance of obligations / Non compliance with PO terms & conditions will be treated as "Security Deposit" by BEL. These amounts will be released to the vendor after completion of the related performance obligation.
5	BEL will be entitled to adjust any amount due / recoverable from the vendor, against any other dues payable to the vendor by BEL and such adjustment will be considered as due discharge of liability by BEL.
6	Require the vendors to indicate in their quotation whether they are participating in the bid in the capacity of Manufacturers / Traders / Service Providers in respect of the Tendered items.
7	Require the Eligible MSME vendors to provide the requisite documents, evidencing their MSME status. The requisite documents, as stipulated in the statute, to be submitted along with their response to the Bid.

## Annexure-C

A	<b>AS 9100 Rev. D Requirements: BEL Ghaziabad is an AS 9100 certified organization therefore, please confirm the following terms &amp; conditions to meet the requirements of Aerospace Standards:-</b>
1	Above items are to be supplied as per enclosed BEL standards/drawing.
2	Test reports/conformance certificate must be sent along with the items for the acceptance at our inspection mentioning manufacture's batch code and date code. Items will not be accepted without Certificate of Conformance. A scanned copy of COC is to be submitted through e-mail once material is dispatched. Please ensure, country of origin is mentioned in COC.
3	Wherever applicable, regulatory authority requirement is to be complied by you.
4	You have to ensure, for any deviation in specifications of the product notified in the purchase order, if your organization get the purchase order, prior approval has to be taken from BEL, before execution of the purchase order.
5	You have to notify BEL for any changes in the product or process, changes of the suppliers, changes of the manufacturing facility location and obtain BEL's approval for the same.
6	You (supplier) have to inform about the non-conformity to us as soon as it is detected at your end along with nonconformity.
7	You have to establish and maintain records to provide evidence of conformity to the requirements and
8	You have to retain and maintain all relevant records required above for a period of three years or as specified in the contract, whichever is later.
9	You have to ensure that all applicable requirements including supply chain are followed as per our instructions.
10	Supplier has to ensure that persons are aware of their contribution to product or service conformity, product safety and importance of ethical behavior.
B	<b>HSE Requirements: Below conditions are to be followed as per HSE requirements: EMS (ISO14001:2004) and OHSAS18001:2007.</b>
1	All legal and other regulatory authority requirements must be complied by supplier as applicable or the supplies and Supplier will ensure to prevent pollution of air; water and land, while complying with all statutory requirements.
2	Supplier will take abundant care to follow statutory requirements to conserve natural resources by prudently adopting methods.
3	Supplier need to ensure prevention of injuries and work related ill health.
4	Supplier need to ensure prevention of intolerable hazards. Ensure use of eco-friendly packaging materials for dispatches.
5	Supplier need to ensure that all wastes, including e-waste are disposed off as per legal and regulatory norms.