

## TERMS AND CONDITION

### Definitions

1. E-Procurement portal or website or site refers to this webportal.bel.co.in
2. Services means all the functional services provided by portal including creation of Bids, uploading of tender documentation, downloading of documents, posting of queries and replies, on line submission of bids, viewing Purchase Orders, submitting order acknowledgement, Advanced Shipping Notification and other general services.
3. Bharat Electronics Ltd (BEL) means Owner/provider of this site. It is clarified that, in this website the word “We” “BEL” and “Us” wherever referred means “BEL”.

### Introduction

The use of E-Procurement portal is governed by the terms and conditions set out below. These terms and conditions are important to protect all the users and portal owner. Please read them carefully, by using the portal it will be deemed to have accepted the terms and conditions and it will be at the own risk of the user.

### Site Content

The Transfer of documents in electronic form into E-Procurement portal, BEL has no responsibility for the accuracy, veracity and completeness of same and for any errors in the manner of its input.

Tender documentation of site should not be amended, changed or modified in any manner. Tender documentation of this site may not be reproduced without the consent of the Owner.

The Intending users agree that they will not upload any malicious, abusive, frivolous or otherwise inappropriate and objectionable material on the site. Any breach of this nature results in User being blacklisted for usage of the site.

### Alterations

BEL reserves the right to make changes to information, design and services provided on the E-Procurement portal without notice and without liability.

BEL reserves the right to add, amend and vary the terms on its portal and continued use of the service will mean user acceptance of changes.

### *Indemnity*

The portal users shall indemnify BEL and its Employees, Directors including whole time/ and part time and special invitees (harmless) from any loss or damage arising directly or indirectly (including special incidental or consequential loss or damage) suffered as a result of Users breach of any of these terms and conditions.

### *Security*

All reasonable care and precautions have been taken to secure this site, including provision of a secure and robust operation environment; the nature of communication by internet is such that BEL cannot undertake to maintain privacy or confidentiality of communications transmitted via the internet from interference by third parties.

### *Jurisdiction*

These terms and conditions are governed by and to be interpreted in accordance with relevant India laws, both substantive and procedural. In the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the portal whether in contract or tort or otherwise the India courts at Bangalore shall have exclusive jurisdiction over such dispute.

## [LEGAL DISCLAIMER](#)

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The information/material provided on the webportal.bel.co.in website of Bharat Electronics Ltd (BEL) are provided on an “as is” basis. BEL expressly disclaims to the maximum limit permissible by law, all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. The company disclaims all responsibility for any loss, injury, liability or damage of any kind resulting from and arising out of, or any way related to :

1. Any errors in or omission from the website and its content, including but not limited to technical inaccuracies and typographical errors
2. Any third party website or contents therein directly or indirectly accessed through links in the site, including but not limited to any errors in or omissions there from.
3. The unavailability of this site or portion thereof.
4. Use of any equipment or software in connection with the site.
5. Use of the site.

### [Limitation of Liability](#)

Under no circumstances shall BEL be made liable to any User for:

1. Loss, injury, claim, liability or damages of any kind resulting from the use of or the inability to use the materials in the website, even if BEL has been advised of the possibility of such damaged and regardless of the form of action, whether in contract, tort otherwise;
2. Special, direct, incidental, punitive, exemplary or consequential damages of any kind whatsoever (including without limitation, attorney’s fees) in any way due, resulting form or arising in connection with the use of or the inability to use the website or its content/material; and
3. Claim attributable to errors, omission or inaccuracies in or destructive properties of any information.

### [No Liability](#)

BEL makes reasonable effort to ensure the information provided on its website is accurate but does not guarantee or warrant its accuracy, adequacy, correctness, validity,

completeness or suitability for any purpose. The BEL accepts no responsibility with respect to the information on the site. Use of this site, by implication, means that users have gone through and agreed to abide by the Terms and Conditions and the Disclaimers of this site.

BEL does not represent that the information downloaded from this website is completely errors-free and accurate or the services that makes BEL websites available, are free of viruses or harmful components. Although due care has been taken to make the database completely reliable and error-free, the company claims exemption from any liability arising out of any such errors in the data base.

Any form or work done or services information provided by BEL or any person or persons associated with the company vide their Offline help is provided as a support service without any liability whatever. Work done, services rendered or information provided, are subject to your own verification and professional expertise opinions/advice. Our work and services are not to be deemed as legal advice.

BEL makes no warranty that:

1. The service will meet any requirements of all or any user.
2. The service will be uninterrupted, timely, secure or error-free
3. The solution that may be obtained from the use of the service will be accurate or reliable.
4. The quality of any services, information, or other material obtained by user through the service will meet the expectations.

Any material downloaded and used for professional or other purposes shall be at the risk of the user and no services utilized by this website shall create any warranty. BEL shall not be responsible if any information or page is downloaded from its website and after downloading complete/partial, text/information is altered/removed/obscured contained therein.

BEL makes no representations about the suitability, reliability, availability, and timeliness of the products and services contained on its website for any purpose.

All products and services are provided “as is” without warranty of any kind. BEL hereby disclaim all warranties and conditions with regard to this information, products, services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non infringement.

In no event shall BEL be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including, without limitation,

damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of BELs websites, with the delay or inability to use its website or related services, the provision of or failure to provide services or form any information, software, products and services obtained through the company's websites, or otherwise arising out of the use of the company's website, whether based on contract, negligence, strict liability or otherwise, even if BEL has been advised of the possibility of damages.

## [Privacy Policy](#)

In case of visiting this Website to read or download information, it must be known that BEL collects and stores a standard set of Internet-related information, such as an Internet Protocol(s) address, the date and time, the type of browser and operation system used, the pages(s) visited. All information is collected to help the BEL makes this site more useful to our customers and is only used for statistical purposes.

We collect and use information such as name, telephone number, email address etc, in order to:

- Respond to queries and requests submitted by you.
- Process bids etc,

Except as set out in this privacy, we will not disclose any personally identifiable information without permission, unless we are legally entitled or required to do so or if we believe that it is necessary to protect and/or defend our rights, property or personal safety etc.

- Use of User's personal information submitted to other websites
- User accessed our website from a third party website.

If User chooses to provide us with personal information such as through our "User ID request form" or in an e-mail to BEL or to any employee of the company, we use that information User have requested. We so not collect personal information for any purpose other than to respond to user.

## **Change of Privacy Policy**

We reserve the right to change the contents of the Privacy Policy from time to time.