

## Annexure-I

**(Bid No: 6300037373 )**

(To be uploaded the duly filled & signed Technical bid in "C" Folder in SRM)

### 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-Negotiation shall be valid for the period of <b>90 days from the date of bidding.</b>
<b>Development Charges</b>	No development charges shall be payable for the development of Tool & Die related to the product.
<b>Validity of Rates</b>	<ul style="list-style-type: none"> <li>▪ Bided Price to remain firm till completion of supplies against the Purchase Order.</li> <li>▪ No price variation will be entertained post eProcurement event.</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>▪ 100% Payment will be made on <b>60<sup>th</sup> day / As per MSME act</b>, from the date of receipt of item at BEML Palakkad for accepted quantity against original Invoice and inspection documents.</li> <li>▪ Offers not agreeing with the above payment terms may be liable for rejection</li> </ul>
<b>Supply Pattern</b>	Material to be supplied as detailed in section <b>"Delivery Schedule: "FOR BEML" BEML LTD Palakkad Complex, Menonpara Road, Kinfra Wise Park, Kanjikode, Palakkad- 678 621</b>
<b>Labeling / Marking</b>	The Supplier shall ensure that the item supplied meets the Labeling requirements as per Company standards with minimum following detail: <ul style="list-style-type: none"> <li>▪ Name of the manufacturer</li> <li>▪ BEML Part Number</li> <li>▪ Name &amp; Class of Material</li> <li>▪ Batch No.</li> <li>▪ And any other additional information as specified in the Purchase Order</li> </ul>
<b>DGS &amp; D Rate Contract</b>	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.
<b>Breach of commitment:</b>	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.
<b>Currency</b>	For the purpose of Bidding and release of payment, the currency will be <b>Indian Rupees (INR).</b>
<b>Liquidated Damages (LD)</b>	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 thereof 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. <b>Note:</b> GST is payable on LD recovered. The applicable service account code for the LD is 999794 with GST rate of 18%.
<b>Non-performance clause:</b>	In case of non-performance of the order " <b>Risk Purchase Clause</b> " will be initiated. BEML will have an option <b>to take</b> alternate procurement action at your risk & cost apart from recovery of LD.
<b>Delivery</b>	The Consignment would be delivered at BEML, designated location as detailed in the " <b>Exhibit - A</b> " on release of schedule. The Supplier shall bear the entire responsibility of delivering the material to the desired destination intact & in acceptable condition.
<b>Packing Clause:</b>	<ul style="list-style-type: none"> <li>• Goods are to be packed in conformity with standards prescribed by IRCA.</li> <li>• The supplier should provide packing list of all items sent during the delivery.</li> </ul>

	<p>Non-submission of the same may lead to delay in payments.</p> <ul style="list-style-type: none"> <li>Item should be packed preferably using Eco -friendly packing material.</li> </ul>
<b>Dispatch Instructions:</b>	Since terms of dispatch is – “FOR BEML Palakkad Complex”, you should arrange dispatch to BEML stores on Freight paid basis.
<b>Short Supply:</b>	In case of shortage noticed in supplies made, the same shall be made good by the vendors on intimation by BEML.
<b>Transit Insurance:</b>	Transit Insurance to be arranged & cost to be borne by the supplier.
<b>Documents</b>	<p><b>Consignment will be accompanied by:</b></p> <ol style="list-style-type: none"> <li>Delivery Challan and Commercial Invoice</li> <li>ED Gate pass (Wherever applicable)</li> <li>Consignment Note giving particulars such as: <ul style="list-style-type: none"> <li>Purchase Order Number</li> <li>The Name and Specification of the product</li> <li>The name and business address of the Manufacturer / Supplier</li> <li>Quantity</li> </ul> </li> <li>Test / Guarantee Certificate (if applicable) in standard Form</li> <li>Inspection certificate from Inspection agencies (If Applicable).</li> </ol>
<b>Material Acceptance / Rejection Procedure</b>	<p>Inspection carried out at BEML’s designated location on receipt of the material is final and binding for the bidders.</p> <p>Quotation to be made for the entire quantity on offer and not in part else bid is liable for rejection.</p>
<b>Warranty</b>	<ol style="list-style-type: none"> <li>The items should be warranted against defects in materials, workmanship, dimensions etc. for a period of <b>12 months</b> from the date items put to actual use and defective items for any one of the aforesaid reasons should be replaced free of cost at our works.</li> <li>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.</li> <li>The components should be supplied in as per tendered scope / fully finished /assembled condition for use on assembly.</li> </ol>
<b>Rejected Material Return</b>	<p>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, GSTs 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.</p>
<b>Loading against faulty supply:</b>	Suppliers will be debited by BEML with the charges incurred on account of rework carried out on faulty supplies ( <b>wherever possible</b> ) to meet urgent production requirement.
<b>Risk Purchase clause:</b>	Should the contractor fail to deliver the stores or any consignment thereof 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.
<b>Specification Changes:</b>	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.

<b>Assignment or Subletting of Contract</b>	<p>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.</p>
<b>Right of Buyer</b>	<ul style="list-style-type: none"> <li>▪ BEML reserves the right to partially or totally accept or reject any/all bids placed in the e-Negotiation event without assigning any reason whatsoever.</li> <li>▪ BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.</li> </ul>
<b>Termination</b>	<p>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.</p>
<b>Jurisdiction</b>	<p>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.</p>
<b>ARBITRATION:</b>	<p>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.</p>
<b>PURCHASE ORDER CANCELLATION CLAUSE</b>	<p>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 or 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.</p>
<b>SAMPLE CLAUSE</b>	<p><b>THE SAMPLE TO BE SUBMITTED FOR EVALUATION AND APPROVAL BEFORE EFFECTING BULK SUPPLIES.</b></p>

DESCRIPTION	BEML REQUIREMENT	Complied Yes/No	Any Deviation
PAYMENT TERMS	<ul style="list-style-type: none"> <li>100% Payment will be made on <b>60<sup>th</sup> day / As per MSME act</b> from the date of receipt and acceptance of item at BEML Palakkad against original Invoice.</li> </ul> <p><b>“OFFERS INSISTING FOR ADVANCE PAYMENT / AGAINST PROFORMA MAY BE LIABLE FOR REJECTION”.</b></p>		

GENERAL DATA (i.e. Company Profile)		
1	Name of the Bidder	
2	Company address	
3	Contact Person Name	
4	Telephone No / Mob No	
5	Email id	
6	GST No	
7	PAN No	
8	Description of Business	

(Signature with company seal)

For and on behalf of the company  
Name & Designation of Signatory.

## Annexure-II

### Bid Invitation No: 6300037373

(To be uploaded the duly filled & signed Technical bid in "C" Folder in SRM)

#### **BEML SRM - General Terms & Conditions**

The General terms and conditions provided below govern the conduct of e-Negotiation event conducted on BEML-SRM platform.

Written Acceptance of the RFI/RFQ Terms & Conditions and General Terms & conditions given below is a pre-requisite for securing participation in the e-Negotiation event:

#### **Participant Confirmation:**

- Participants to e-Negotiation event hereby confirm that they shall commit to supply the product / service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BEML LIMITED. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BEML LIMITED.
- In the event of winning an allotment in the bidding event, the bidder shall commit to fulfill outlined obligations under the contract.
- The bidder shall bid in line with the pre-accepted RFQ terms. The Bidder shall not stipulate any conditions on his/her own unless the terms of the BEML LIMITED expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and BEML retains the right of rejecting these bids.

#### **Liability of BEML LIMITED**

While, reasonable care and diligence is taken by BEML LIMITED in discharge of its responsibilities such as design of the e-Negotiation event, communication of RFQ rules, guidance to bidders in event participation, etc. all bidders shall specifically indemnify BEML LIMITED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are performed in BEML SRM platform by BEML LIMITED to assist the participants, but the ultimate responsibility on all these counts lies totally with the participants.

#### **Jurisdiction:**

Any disputes relating to the e-Negotiation module shall be subject to the sole jurisdiction of the courts of Bangalore, Karnataka, India.

#### **ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE TENDERER:**

1. I / We have understood clearly the Specification & scope of materials and terms & conditions. I shall scrupulously abide by the same.
2. I / We have understood clearly that this is a manufacture & supply work, for which I am / we are required to quote unit price + GSTs and duties as applicable.
3. I / We certify that to the best of my / our knowledge the particulars furnished above is true.

**(Signature with company seal)**

**For and on behalf of the company  
Name & Designation of Signatory.**

**Annexure-III**  
**Technical Compliance Sheet**  
**Bid Invitation No: 6300037373**

(To be uploaded the duly filled & signed Technical bid in "C" Folder in SRM)

**SPECIFICATIONS:** The item shall have the following requirements:

**Deliver Period: 03 weeks**

Sl. No	Material	Description	Qty no	Complied Yes / No	Any Deviation
1	00NBA0125305	COTTON PANAMA CAP FOR WELDERS  <b><u>SPECIFICATION</u></b> 1. MADE UP OF DRILL CLOTH OF GOOD QUALITY. 2. THE COLOUR MAY BE OF NAVY BLUE, BROWN OR GREY, 3. SIZE SUITABLE FOR NORMAL ADULT, WITH SUITABLE INSIDE CLOTH LINING, WITH EYELETS FOR VENTILATION, 4. ROUND SHAPED COVERING THE EARS, WITH NEW BEML LOGO ON THE CAP. 5. MUST BE STITCHED PROPERLY WITH EXTRA STIFFNESS AT THE BOTTOM PORTION (FRILL) OF THE CAP.	200		

**Bid Invitation No. 6300037373 Exhibit – A**

**BEML Designated Location**

UNIT	Location Code	Address	Telephone.
Defence & Rail Production Unit	Palakkad	BEML LTD Palakkad Complex Menonpara Road, Kinfra Wise Park Kanjikode Palakkad - 678 621	0491-2568178

**(Signature with company seal)**

**For and on behalf of the company  
 Name & Designation of Signatory.**

## Annexure IV

### GST Clause

#### Bid Invitation No: 6300037373

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or incase of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs ..... is on the Recipient of Service" in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and

as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.

10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30<sup>th</sup> September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfil the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfills its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

**(Signature with company seal)**

**For and on behalf of the company  
Name & Designation of Signatory.**