

OTHER TERMS AND CONDITIONS

1. Price:

- Price quoted should be firm till the completion of the Order and no price escalation/increase will be allowed in the course what so ever reason may be.
- Price quoted should be net FOR, BEML, Mysore or CIF, Chennai / FOB in case of Foreign suppliers with no extra charge whatsoever. The quoted price should include equipment cost, all standard and other accessories in order to meet the tendered specification. If, for special reasons, bidder prices are Ex-Works or F.O.B. plant, bidder must prepay inland transportations. Port dues and shipment charges up to F.O.B. vessel at port of shipment and claim this amount of actual along with the price of the goods through bank. Bidder's quotation should indicate clearly the extent of such charges.
- In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract, reference to be sent to BEML along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on BEML's own order form.
- In case an imported item is quoted by bidder, the prices quoted should be in the currency of the country of supply. BEML reserves the right to avail Custom duty exemption on imported item. To avail the exemption, BEML will provide Custom duty exemption certificate (if applicable) to the Bidder. Bidder shall submit the invoice of foreign supplier prior to release of custom duty exemption certificate by BEML. Bidder is advised to quote both the rates (with custom duty exemption and without custom duty exemption). BEML reserves the right to select any of the option for commercial evaluation and ordering.
- The firm to quote for main machine with standard accessories in item data and price break up for a) for Special /optional Accessories b) Recommended spares for two years normal maintenance along with individual price details to be mentioned in "Mynote".

2. Taxes:

Applicable Taxes as per GST / any other taxes prevailing norms to be indicated by the bidder either in percentage. In the absence of this input the offer would be considered all inclusive. Firm has to provide GST registration details with HSN code.

3. Delivery:

- All supplies should be affected on F.O.R., BEML Mysore. Bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment.
- Firm should supply the Machine to BEML immediately or maximum before 2 Months from the date of confirmed purchase order.
- In case of Foreign Bidder, please indicate status of export permit based on the present rules / regulations of your country and normal time frame for obtaining such export permission if an

order is placed on you in near future and the same should be covered within the delivery schedule indicated. Obtaining the export permit, if required, is the responsibility of the vendor.

- Bidder to note that the delivery schedule should be for:
 - ❖ Period required for the delivery/dispatch of equipment.

4. Payment terms: Our standard payment terms are 100% within 60 days against receipt and acceptance of material at BEML, Mysore. If firm/firms are quoting payment terms as Advance/Proforma Invoice, firm has to agree for giving Bank Guarantee from a scheduled commercial bank for 110% of their invoice value, and then only Advance payment will be made. If firm does not agree for the same and only quotes for Advance Payment/Proforma Invoice, such bids are liable for rejection and their offer will not be considered and the next lowest technically acceptable offer will be considered. The BG should be valid for a period till the material is received and accepted by BEML.
5. Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of BEML and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions.
6. When counter terms and conditions of business have been offered by a bidder, BEML shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by BEML.
7. No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by BEML, if put forward in subsequent correspondence, after acceptance of the orders etc.
8. BEML is not bound to accept the lowest or any quotations and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and firm must supply the same at the rate quoted.
9. Liquidated damages: In the event of an order, If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD for such delay @ 0.5% per week (7 days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. The penalty / LD will be charged on the value of the Purchase Order excluding statutory levies, freight and insurance wherever not included in the price. Imposition, recovery or settlement of this LD shall not affect Purchaser's right to performance, compensation and termination of the agreement.
10. Risk Purchase Clause: BEML Risk Purchase Clause will be applicable.
11. Tender evaluation:
 - a) The tender will be evaluated on the complete scope of supply as per Technical Specification.
 - b) If the bid is in foreign currency, foreign currency exchange rate as on date of bid opening shall be considered for comparative price statement in Commercial evaluation. Bid with lowest price conforming to the specification will be considered for placement of order.
 - c) The evaluation will be based on landed cost at the Division by including freight charges, applicable taxes, and duties to the base price quoted by the vendors. Conditional discounts will not be considered in evaluation of tender.
12. Please indicate approximate net weight, gross weight and dimension of the package to enable BEML to determine the mode of dispatch. The packing should withstand the weather conditions during transit.

The packing should not damage the contents in the package while transporting and handling. The safety and handling precautions should be clearly marked on the packages. The packing should be easily transportable without any damage. Each consignment should have individual packing list.

13. **Validity of bid:** Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 120 days from the closing date of tender enquiry and the material offered should be kept under provisional reservation for this quotation.
14. Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.
15. The prices charged for the materials supplied under this PO by the tender shall in no event exceed the lowest price by which vendor sells the materials of identical description to any other buyer inclusive BEML office / division during the pendency of this PO. If at any time, during the said period, the vendor reduces the sale price of such materials or sells such materials to any other buyer including BEML office / division at a price lower than the price chargeable under this PO, the vendor shall forthwith notify such reduction or sale to the authority which has placed the PO and the price payable under this PO for the materials supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.
16. **Fall clause:** The vendor shall furnish to the consignee / paying authority concerned of this PO the following certificate along with the invoice for the supplies effected under this PO. I / we certify that the materials of description identical to the stores supplied to the consignee concerned under this PO have not been sold by me/us to any other vendor inclusive BEML office / division from the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of this PO. Failure in submission of this aforesaid certificate by the vendor will result in withholding of the payment of their bills against supply, if any.
17. **Immunity to government of India:** It is understood and agreed that the government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BEML is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that BEML is not an agent, representative or delegate of the government of India. It is further understood and agreed that the government of India is not and shall not be liable for any acts, omissions, commissions breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the government of India as to any manner, claim, cause of action or anything whatsoever arising out of or under this agreement.
18. **Indemnity:** The supplier shall at all times indemnify BEML against all claims which may be made in respect of the stores 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. The supplier shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time wherever applicable and shall also indemnify BEML from and against any claims under the aforesaid Act and the Rules.
19. **Arbitration :** All other disputes / differences except as to any matters the decision of which is specially provided for by these conditions or any other special conditions of the P.O. whatsoever arising between the parties out of or relating to the contract meaning and operation or effect of the contract or the breach

thereof shall be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

20. During Arbitration: The supplies under this Purchase Order shall, if reasonably possible, continue by mutual agreement during the arbitration proceedings and no payment due to or payable by BEML be withheld only on account of the pendency of such proceedings.
21. Jurisdiction: The court of Karnataka State only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of this Purchase Order.
22. Bribes and Gifts: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under Clause-13 hereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
23. Agents / agency commission : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.
24. Influencing the tender: After the bids are opened, Bidder shall not provide any information or send any correspondence, unless asked by BEML in writing. Providing unsolicited information, after the bids are opened, will be construed as disrupting the tender procedure and also may result in rejection of the bid.
25. Force majeure clause:
 - a) BEML shall in addition its power under other clauses to determine this Purchase Order have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the Company's desire to do so and upon the expiration of the notice the Purchase

Order shall be determined without prejudice to the rights of the parties accrued to the date of determination.

- b) Further in the event of any situation arising out of or caused by any act which is beyond the control of BEML, which results in stoppage of production, or in the event of any policy decision made in the interest of the Company which may necessitate the short closure of the Purchase Order, the Company by giving a notice of reasonable time to the supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination

26. The firm shall take necessary permission for their employees to enter the factory premises and the firm shall arrange ESI & PF coverage to their employees/laborer's if any from their end. The firm shall indicate ESI NUMBERS for the laborer's hired or employed in advance in order to prepare work permit inside the factory.
27. The firm should agree to buy back at a mutually agreed price the spares not consumed during the initial period of three years.
28. BEML will not have any kind of binding towards the compensation on case of injury / death to the firm's employees while working in BEML premises or other wises.
29. Item-wise cost break-up shall be provided.
30. Tenderers to furnish the requirements, if any, of the special environment for normal functioning of the equipment.
31. BEML will not have any kind of binding on damages or loss to the tools/instruments etc. brought by the firm for commissioning purpose.
32. The Machine should be capable of functioning at BEML Mysore, Karnataka, India.
33. The firm shall arrange general insurance to their equipment & tools wherever necessary.
34. The firm shall take safety permits from our safety department wherever found necessary & especially while working at heights, with chemicals, explosives & high voltage areas.
35. The firm's personnel shall not carry any objectionable material like explosives, battery operated instruments, weapons etc., knowingly or unknowingly.
36. Secrecy:
- (i) All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and the firm shall not divulge the same to anyone else except under the Authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.
 - (ii) The supplier shall not supply the material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone.
 - (iii) BEML shall be entitled to prevent a breach of the above and claim damages in case of breach. In case of non-performance in this PO, BEML will have to take procurement action at your risks and cost apart from levy of liquidated damages.

37. BEML reserves the right to accept or reject any of the offers received either fully or partly without assigning any reasons for the same.
38. Bidder should give a certification that they have seen all the terms & conditions of the tender and have submitted the bid according to these terms and conditions. Bidder should submit this certificate along with the technical bid.
39. During Warranty period firm should attend to any break down calls within 48 hours.
40. Firm should provide fast- and slow-moving spares list along with cost.
41. Any defects to be rectified / defective parts are to be replaced, free of cost during warranty period.
42. The price quoted should be inclusive of all accessories required for the functioning of the machine. Firm should indicate the accessories/ Tools that will be supplied along with the machine.
