

**SUB : SUPPLY OF OXYGEN GAS IN FIRM'S CYLINDERS**

Annexure-A

**D. TECHNICAL BID**

- 1 NOTE: The firm should agree for all the above scope of work, terms & conditions for technical qualification of bids, otherwise bids will be technically rejected.

**TECHNICAL SPECIFICATIONS**

SI No	Description	Firm should indicate Yes or No	Remarks if any
01	FIRM SHOULD CONFIRM THAT OXYGEN GAS TO BE SUPPLIED WITH GIVEN BELOW SPECIFICATION:-  COMPRESSED OXYGEN CONFORMING TO IS : 309-2005 TO BE SUPPLIED.		
02	COMPRESSED OXYGEN TO BE SUPPLIED IN FIRM'S RETURNABLE CYLINDERS OF 7.00 CU MTRS CAPACITY EACH.		
03	FIRM SHOULD PROVIDE 250 HOLDING CYLINDERS.		
04	FIRM SHOULD SUPPLY MINIMUM 100 NOS, FULL CYLINDER PER WEEK .		

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**Date:**

**Authorised Signatory**

**Seal :**

**E. Commercial Bid and Terms and conditions**

- 1) The Bid shall be submitted in two-bid system through e-mode only in the BEML SRM as detailed below:
  - a. **Technical Bid** : Please ensure that the Technical Bid documents uploaded do not contain any price details.
  - b. **Price Bid**: Price Bid details and relevant terms are to be entered in commercial bid only.

BOQ:

Slno	Description	unit	Qty	Rate to be quoted in commercial bid
1	002415240205 / <a href="#">COMPRESSED OXYGEN</a>	M <sup>3</sup>	28714	

- 2) Both Technical Bid and Commercial Bid are to be submitted in the system before the Closing Date/Time. The technical bids of the firm who meet the pre-qualification criteria will only be considered for opening commercial bids. After evaluating the Technical bid, the Commercial bids of technically qualified firms only will be opened.
- 3) **Commercial bid should consist the following;**
  - a. The firms are requested to offer their best price.
  - b. Validity of quotation: Quotes must be valid for minimum of 120 days from the bid closing date.

**4) Payment terms: 60 DAYS credit payment term from the date of each supply.**

- 5) Any Corrigendum to this bid invitation will be notified only on BEML Web site.
- 6) Applicable GST percentage along with SAC code should be indicated separately.
- 7) **L1 (least bidder) will be evaluated based on the net landed cost.**

**F. NIT ACCEPTANCE LETTER**

To: AGM  
Purchase – Non Project  
EM Division,  
BEML Ltd,KGF

**Sub: SUPPLY OF OXYGEN GAS IN FIRM'S CYLINDERS**

**Ref : SRM Bid invitation No : 6300034310**

I hereby confirm that I have gone through the complete Tender document / Corrigendum (all corrigendum/s with sign and seal uploaded) published in BEML Website / SRM Platform with reference to the subject tender.

I agree to abide by all Terms and Conditions indicated in the Tender document / Corrigendum.

**Date :**

**Authorised signatory with seal.**

Note:

1. The above letter along with all the corrigendum published need to be signed with seal and uploaded in Technical bid section on SRM Platform.
2. You are requested to attach the soft copy of the Tender document along with your other documents as per qualification criteria.

## **G. GST Terms & Conditions**

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 in case 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 fulfill 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 fulfils 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.