

GENERAL TERMS & CONDITIONS FOR PROCUREMENT :

1. Scope of work as per Technical specification at Annexure-A attached.
2. All vendors to quote unit price on FOR BEML Mysore basis.
3. Delivery schedule : Within 8 weeks from the date of PO on F.O.R. BEML, Mysore. The suppliers will be responsible for the material to reach destination intact and Transport charges & transit insurance charges shall be arranged by them only. Delivery indicated in the tender enquiry is to be adhered to.
4. Payment terms : Terms of payment is 90% payment on 45th day for MSMEs and for others on 60th day from the date of receipt of material at BEML stores subject to inspection and acceptance of materials. For Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of bids.

Balance 10% payment will be released after completion of warranty period or against submission of Performance Bank Guarantee (PBG) valid for warranty period.

5. Quotation validity : 60 days from tender closing date.
6. Please indicate applicable taxes and HSN code.
7. Liquidated Damages : 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
8. Vendors to submit technical compliance as per the technical specifications enclosed with the enquiry.
9. Warranty : 12 months from the date of acceptance of items at BEML, Mysore.
10. Firms shall submit valid OEM Authorisation letter without which offer shall be summarily disqualified.

11. Evaluation of tenders:

- (a). Bids are opened on the stipulated due date and time mentioned in the tender.
- (b). BEML reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BEML projects / units.
- (c). BEML reserves its right to ask any clarifications or documents in connection with technical bid during Technical Evaluation Stage.
- (d). BEML reserves its right to reject any incomplete bid submitted.

(e). Commercial bid of only those bidders who are qualified as per Pre-Qualification criteria by BEML shall be considered for L1 evaluation & further processing.

12. Inspection and Testing :

Purchaser has the right to inspect the delivery. In the event of rejection, Purchaser shall inform the Supplier accordingly and Purchaser shall be entitled to replacement or repair at its discretion.

In case the goods / stores are rejected at the time of inspection at BEML or the rejections are notices at the time of further processing the supplier will be informed of these rejections. On receipt of this information the supplier shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time.

Wherever the supplier has not collected the rejected items within 60 days from the date of intimation, BEML shall have the right to dispose the goods and all cost related to the cost of material, statutory levies incurred both in procurement and disposal shall be recovered from the supplier from any of the bills that are due. The supplier shall have no claims whatsoever against the Purchaser for such disposal.

13. GST TERMS & CONDITIONS

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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 30th 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.
- l. 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.
- m. 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.
- n. 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.

14. Documentation required for Pre-Qualification criteria and acceptance of bids :

- a. Vendors to submit technical compliance sheet as per the technical specifications enclosed at Annexure-A with the tender enquiry. Quotations without technical compliance will not be considered for bid evaluation and bids will be rejected

- b. Vendors to submit compliance sheet as per Important Terms & Conditions enclosed at Annexure-B with the tender enquiry**
- c. The firm must be OEM (Original Equipment Manufacturer) / Subsidiary of OEM / Authorized dealer / Authorized Distributor for the equipment quoted. Vendors shall submit valid OEM Authorisation letter with the offer**
- d. The firm must have supplied minimum One Number of similar or more capacity of the proposed item in India from last two Years. One relevant PO / Work Order / Commissioning Certificate for supply OR Installation of the proposed item of similar capacity or above capacity.**
- e. Vendors to submit their company registration certificate, GST registration certificate and MSME certificate if any**