**Commercial Terms and conditions**

Price:Revision of rates upward will not be allowed and prices shall be firm till the completion of order and valid through the shipment. Firm has to adhere strictly to delivery commitment as per PO.

**Liquidated damages clause** is applicable. If the Supplier exceeds any agreed delivery date(s) or period(s), Purchaser shall levy LD on back to back basis.

**Termination:** In the event of any breach by the supplier on 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 supplier or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

**Arbitration:** In the event of any question or disputes arising or any other terms and condition 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 any Award of a Sole Arbitrator to be appointed by BEML and the Arbitration proceedings shall be held at Bangalore/KGF and shall be governed by the provisions of Arbitration and conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement.

**Secrecy Clause:**

All information technical data, specifications, drawings, models, samples, and specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of the stores/components hereby ordered constitute the property of BEML and that the supplier shall keep them in strict confidence and the supplier shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data and drawings, models and specifications shall be the property of BEML and be returned to it when done with or when demanded by BEML.

The supplier shall not disclose the Technical Data/Specification/Assistance furnished by BEML Ltd to any other parties in India or in abroad and shall not disclose any initiations, developments or adaptations, thereof to anyone else except with the written consent of BEML.

Purchase order or copy of the same in full or part thereof shall not be produced to anyone else other than to statutory authorities.

BEML shall be entitled to prevent the breach of the above and to levy penalty/claim damages in case of breach.

**Risk Purchase Clause:** The supplier shall complete the services as per the delivery schedule. Or else BEML shall procure the materials for the undelivered quantity from anywhere else by invoking the Risk Purchase Clause and the additional expenditure, if any, incurred will be charged on the supplier.

**Rejected material:**

Any damage/ misuse of BEML equipments and job, the vendor has to bear the cost.

**Fall Clause:**

The price charged for the services under the contract shall be in no event exceed the lowest price at which the contractor sells the services or offers to sell services of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such services to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the BEML and the price payable under the contract for the servicesoffered after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced and may be liable for